

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

**MAIN COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995 made and entered into by and between the:-

**SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION**  
(hereinafter referred to as "SALGA")

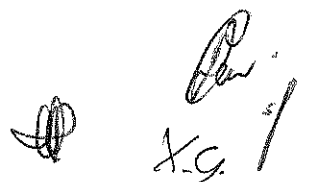
and

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

and

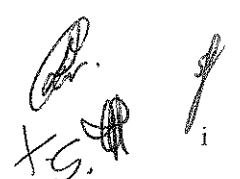
**SOUTH AFRICAN MUNICIPAL WORKERS' UNION**  
(hereinafter referred to as "SAMWU")

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

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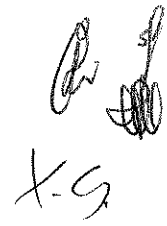
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# PART A. APPLICATION

## 1. SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the *Local Government Undertaking* in the Republic of South Africa by all *employers* and by all employees who fall within the scope of the *Council*.

## 2. EXCLUSION FROM THIS AGREEMENT

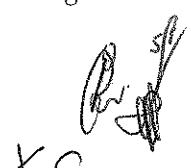
- 2.1 Municipal Managers and persons appointed as Managers directly accountable to Municipal Managers in terms of Section 57 of the Municipal Systems Act, 32 of 2000 shall be excluded from this agreement except for the following provisions:
- 2.1.1 Part C, Section 2;
  - 2.1.2 Part C, Section 3, where applicable;
  - 2.1.3 Part C, Section 5, where applicable;
  - 2.1.4 Part C, Section 6;
  - 2.1.5 Part D, Section 1;
  - 2.1.6 Part D, Section 2, where applicable.
- 2.2 Clause 3.1 shall not apply to non-parties.

## 3. PERIOD OF OPERATION

- 3.1 Notwithstanding the date of signature hereof, this Agreement shall come into operation in respect of the *Parties* to the Agreement, on 1 May 2007 and shall remain in force until 30 June 2012. Thereafter the Agreement shall continue indefinitely in respect of the *Parties* to the Agreement;
- 3.2 This Agreement shall come into operation in respect of non-parties (which includes, but is not limited to municipal entities as defined in the Municipal Systems Act, 32 of 2000), on a date to be determined by the Minister of Labour and shall remain in force until 30 June 2012; and after 30 June 2012 or such further period as determined by the Minister of Labour as requested by the *Parties*.

## 4. OBJECTIVES

- 4.1 To establish common and uniform conditions of service for employees falling within the registered scope of the *Council*; and
- 4.2 to establish common and uniform procedures for *employer* and employees falling within the registered scope of the *Council*; and
- 4.3 all previous conditions of service relating to matters covered by this agreement are replaced by the conditions of service contained herein.



## PART B. SUBSTANTIVE MATTERS

### 1. REMUNERATION

#### 1.1 Home Owners' Allowance

The Home Owners' Allowance shall be extended to all employees, subject to the requirements of the scheme, which provides for a subsidy in respect of a mortgage bond to a maximum amount of R85 000,00. This amount will be increased over a period of time through a jointly determined process between SALGA and the *Trade Unions*.

#### 1.2 Severance Pay

An employee who is dismissed as a result of the *employer's* operational requirements will be entitled to a severance package of three (3) weeks remuneration for each completed year of service, capped to the equivalent of nine (9) months pay, thereafter one week's pay for every completed year of service.

### 2. HOURS OF WORK

2.1 All employees are required to work a 40 – hour working week.

2.2 The determination of hours of work for *Senior Management*, security personnel, and *emergency personnel* and those employees working less than 24 hours per month, is delegated to be dealt with and finalized in the divisions of the *Council*.

2.3 The working hours and remuneration of employees employed to work on a half *day* (5/8) shall remain unaffected by this agreement.

2.4 The working hours and remuneration of part-time employees including *casual*, *seasonal* and *temporary* employees shall be as per their specific contracts of employment.

### 3. LEAVE

#### 3.1 Annual Leave

3.1.1 An *employer* shall grant an employee the following annual leave in a leave cycle:

3.1.1.1 Twenty-four (24) days for a five- (5) *day* worker; and

3.1.1.2 twenty-seven (27) days for a six- (6) *day* worker.

3.1.2 An employee is required to take leave within each leave cycle as follows:

3.1.2.1 A five- (5) *day* worker shall take a minimum of sixteen (16) days leave; and

3.1.2.2 a six- (6) *day* worker shall take a minimum of nineteen (19) days leave.


- 3.1.3 All leave accrued as at 31 December 2003 shall be dealt with as follows:
- 3.1.3.1 The value of such accrued leave shall be determined at the rate of pay as at 31 December 2003.
  - 3.1.3.2 Employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004.
  - 3.1.3.3 Notwithstanding the provisions of clause 3.1.3.2 above, an employee is entitled to retain a maximum of forty-eight (48) days of accrued leave.
- 3.1.4 Leave accumulated subsequent to 1 January 2004 shall only be accumulated to a maximum of forty-eight (48) days inclusive of those days referred to in clause 3.1.3.3.
- 3.1.5 Any leave in excess of forty-eight (48) days may be encashed should the employee be unable to take such leave, despite applying and because the *employer* refused to grant him such leave, as a result of the *employer's* operational requirements. If, despite, being afforded an opportunity to take leave, an employee fails, refuses or neglects to take the remaining leave due to him during this period, such remaining leave shall fall away.
- 3.1.6 At the end of a leave cycle, an employee may not have more than 48 days annual leave to his credit.
- 3.1.7 In the event of the termination of service, an employee shall be paid his leave entitlement calculated in terms of the relevant provisions of the Basic Conditions of Employment Act 75 of 1997, provided that no *employer* shall be obliged to encash more than 48 days annual leave upon the termination of that employee's contract of employment.

### 3.2 Sick Leave

- 3.2.1 An *employer* shall grant an employee eighty (80) days sick leave in a three (3) year leave cycle.
- 3.2.2 The employee shall be required to submit a medical certificate from a registered medical practitioner if more than two (2) consecutive days are taken as sick leave.
- 3.2.3 The *employer* is not required to pay an employee if an employee is absent on more than two occasions during an eight-week period, and on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

### 3.3 Maternity Leave

- 3.3.1 An employee, including an employee adopting a child under three (3) months, shall be entitled to receive three (3) months paid maternity leave, with no limit to the number of confinements or adoptions. This leave provision shall also apply to an employee whose child is still-born.
- 3.3.2 To qualify for paid maternity leave, an employee must have one (1) years' service with the *employer*.



### 3.4 Family Responsibility Leave

- 3.4.1 Family responsibility leave applies to an employee who has been in employment with an *employer* for longer than four (4) months.
- 3.4.2 An *employer* shall grant an employee during each annual leave cycle at the request of an employee, a total of five (5) days paid leave, which the employee is entitled to take, either when:
- 3.4.2.1 the employee's child is born;
  - 3.4.2.2 the employee's child is sick;
  - 3.4.2.3 the employee's spouse or life partner is sick;
  - 3.4.2.4 in the event of death of:
    - a) the employee's spouse or life partner; or
    - b) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## SECTION 4. EMPLOYEE BENEFIT

### 4.1 Medical Aid

#### 4.1.1 Membership to the Medical Schemes

- 4.1.1.1 The *Council* shall annually accredit medical schemes which qualify for *employer* contributions in terms of 4.1.2 below, and in terms of the criteria for accreditation, as determined by the *Executive Committee*, from time to time.
- 4.1.1.2 The *employer* shall, on behalf of the employee, make contributions to *accredited medical schemes*.
- 4.1.1.3 Employees shall not be permitted to separate family membership and register dependants on different schemes.
- 4.1.1.4 Scheme members will be afforded a choice on an annual basis before 1 January to move to a *Council accredited medical scheme*.
- 4.1.1.5 In the event of an *accredited medical scheme* being in breach of the primary membership threshold criteria, that scheme shall lose its accreditation status, and the affected members shall be entitled to exercise a new election.
- 4.1.1.6 An employee must belong to one of the *accredited medical schemes* in 4.1.1.1 above or any duly amended list of accredited schemes, as shall be furnished by the General Secretary of the *Council* from time to time, to qualify for the medical aid subsidy in 4.1.2 below.
- 4.1.1.7 An employee who elects not to belong to an *accredited medical scheme* will not be entitled to the medical aid subsidy.

#### 4.1.2 Contributions

4.1.2.1 The contribution rate towards *accredited medical schemes* will be regulated as follows:-

- a) The *Parties* to the *Council* have agreed to a maximum *employer* contribution to an *accredited medical scheme* for an individual employee of R2 ,382.19 per month, with effect from 1 July 2007;
- b) the *employer* shall contribute 60% of the monthly membership contribution to a maximum of the amount mentioned in paragraph 4.1.2.1 (a) above while the employee will contribute 40% of the monthly contribution;
- c) the amount referred to in 4.1.2.1 (a) above shall escalate at the same rate as the annual percentage increase in salaries and wages, which is agreed to from time to time by the *Parties* to the *Council*, subject to 4.1.2.1 (b) above;
- d) the first escalation of the amount referred to in 4.1.2.1 (a) above shall occur on 1 July 2008 and thereafter annually on 1 July.

4.1.2.2 The *employer* contributions shall be in respect of the member and any number of dependants provided that the *employer* contributions shall not exceed the amount referred to in clause 4.1.2.1 (a) above.

## PART C. PROCEDURAL MATTERS

### SECTION 1. LEVELS OF BARGAINING

- 1.1 Collective bargaining may be conducted at either the national or divisional level and the appropriate forum shall be determined by having regard to the matter that is the subject of collective bargaining.
- 1.2 The following matters shall be the subject of collective bargaining at a national level only:
  - 1.2.1 wages and salaries;
  - 1.2.2 medical aid;
  - 1.2.3 retrenchment policy and severance pay;
  - 1.2.4 retirement funds;
  - 1.2.5 home owners' allowance;
  - 1.2.6 annual leave;
  - 1.2.7 maternity leave;
  - 1.2.8 sick leave;
  - 1.2.9 hours of work; and
  - 1.2.10 family responsibility leave.
- 1.3 In furtherance of the intent to establish uniform conditions of service, the following matters shall be the subject of collective bargaining at a divisional level only:
  - 1.3.1 special leave;
  - 1.3.2 acting allowance;
  - 1.3.3 night work allowance;
  - 1.3.4 standby allowance;
  - 1.3.5 shift allowance;
  - 1.3.6 long service bonus;
  - 1.3.7 emergency work;
  - 1.3.8 legal indemnification;
  - 1.3.9 additional paid sick leave;
  - 1.3.10 administrative measures for the taking of sick leave; and
  - 1.3.11 measures to manage the taking and accrual of sick leave.

## SECTION 2. ORGANISATIONAL RIGHTS

### 2.1 THRESHOLD OF REPRESENTATIVENESS

- 2.1.1 The *Parties* to the *Council* establish, in respect of the rights referred to in Sections 12, 13 and 15 of the *Act*, a *threshold of representativeness* equivalent to the membership percentage established in clause 4.2.2 of the Constitution of the *Council*.
- 2.1.2 This *threshold of representativeness* will be applied equally to any registered *Trade Union* seeking any of the organisational rights referred to in Sections 12, 13 and 15 of the *Act*.
- 2.1.3 Any registered *Trade Union* with fewer members than the *threshold of representativeness* set out in clause 2.1.1 above will not qualify for any rights set out in Sections 12, 13 and 15 of the *Act*.

### 2.2 ACCESS TO THE WORKPLACE

- 2.2.1 *Office Bearers* and *officials* of SAMWU and IMATU shall be entitled to reasonable access to the *employer's* premises during working hours for the purpose of conducting *bona fide* union business, including recruitment and communication, provided that prior permission is obtained from the manager designated by the *employer* for this purpose, which permission shall not be unreasonably withheld.

### 2.3 STOP-ORDER FACILITIES

- 2.3.1 The *employer* shall deduct subscriptions or levies for IMATU and SAMWU from the salary or wages of the *trade unions'* members for whom it holds written authority in favour of the *trade union* concerned and shall not levy any charges for such deductions.
- 2.3.2 A *trade union* member may revoke an authorisation referred to in clause 2.3.1 by written notice to his or her *trade union* and the *trade union* shall inform the *employer* thereof by written notice.
- 2.3.3 The *trade union* shall advise its members and the *employer* of a change in the subscription rate or levy and the *employer* shall give effect thereto within 6 (six) weeks of being informed thereof.
- 2.3.4 Any subscription or levy authorisation, notice of revocation of *trade union* membership, or notice of change in subscriptions or levies must be received by the *employer* at least 6 (six) weeks in advance of the implementation date.
- 2.3.5 The aggregate amount collected at the end of each month shall be remitted monthly to the office or a bank account designated by the respective *trade union* by no later than the 7<sup>th</sup> day of the month following the date upon which each deduction was made.
- 2.3.6 Simultaneously with the remittance referred to in clause 2.3.5 the *employer* shall transfer to the *trade union's* designated offices in electronic format a subscriptions schedule reflecting:
- 2.3.6.1 the names of members and the deduction of subscriptions and/or levies made from such members' wages;

- 2.3.6.2 the names of employees who have joined the union, members who have left the employ of the *employer* for any reason, or have resigned from the union;
- 2.3.6.3 the aggregate amount collected and the date of deposit.
- 2.3.7 Should any *employer* be unable to provide the information electronically, it shall apply for an exemption to the relevant division of the *Council* to transfer the information in hard copy format. A decision by the division shall be final and binding.
- 2.3.8 An *employer* shall make deductions from the *trade union's* members' salaries or wages in respect of any *trade union* initiated scheme of the *trade union* and make payment to the relevant party or its nominee in terms of the scheme.

## 2.4 SHOP STEWARDS

- 2.4.1 SAMWU and IMATU shall be entitled to have shop stewards, who shall be entitled to perform their duties as set out in Section 14 (4) of the *Act* or any additional functions as may be contained herein or agreed by the *parties* from time to time.

### 2.4.2 Employees Not Entitled to Become *Shop Stewards*

The following employees are not entitled to become shop stewards:

- 2.4.2.1 The Municipal Manager and persons appointed as Managers directly accountable to Municipal Managers in terms of Section 57 of the *Municipal Systems Act, 32 of 2000*, Deputy Municipal Manager, Executive Director, Director, Deputy Director, Head of Department, Deputy Head of Department or such post of equivalent management status, whatever the title, as it may differ from *Municipality* to *Municipality*, as determined by the relevant division of the *Council*;
- 2.4.2.2 employees appointed to represent the *employer* in its dealings at the *Local Labour Forum*;
- 2.4.2.3 Human Resource Managers, Industrial Relations Managers and Industrial Relations Officers;
- 2.4.2.4 managers above a certain grade, which grade is to be determined by the parties to the relevant division of the *Council*; and
- 2.4.2.5 those employees who have not completed their probationary periods.

### 2.4.3 Ratio of *Shop Stewards* to Members

- 2.4.3.1 Each *trade union* shall be entitled to a number of *shop stewards* based on its members employed by an *employer* as follows:
  - 2.4.3.1.1 One *shop steward* for every 50 members or part thereof up to 500 members;
  - 2.4.3.1.2 thereafter, one *shop steward* for every 60 members or part thereof up to 1 000 members;

2.4.3.1.3 thereafter, one *shop steward* for every 75 members or part thereof up to 5 000 members;

2.4.3.1.4 thereafter, one *shop steward* for every 100 members or part thereof.

#### 2.4.4 *Shop Steward Constituencies*

2.4.4.1 In evaluating any potential constituency, the following shall be considered:

2.4.4.1.1 *Geographic location.*

2.4.4.1.2 *Nature of work.*

2.4.4.1.3 *Line of authority.*

2.4.4.1.4 *Trade union constitution.*

2.4.4.1.5 *Operational requirements.*

2.4.4.2 The *trade union* concerned shall notify the *employer* concerned and the relevant division of the *Council* that it wishes to exercise its rights to define constituencies as set out in this agreement.

2.4.4.3 On receipt of such notification the *employer* shall convene a meeting with the *trade union* concerned within fifteen (15) days and reach agreement on the number of constituencies and *shop stewards* to be allocated.

2.4.4.4 The *Parties* shall reach an agreement on the delimitation and demarcation of constituencies within 30 (thirty) days of receipt of notification, failing which any party may refer the matter as a dispute to the relevant division of the *Council* for resolution.

#### 2.4.5 *Election of Shop Stewards*

2.4.5.1 Once agreement has been reached on the delimitation and demarcation of constituencies, the *trade union* concerned shall be given access to the *employer's* premises to conduct *shop steward* elections.

2.4.5.2 Such access shall allow the *trade union* 3 (three) hours during working time, per constituency, to explain the role and duties of *shop stewards*, to receive nominations and to conduct elections. The 3 (three) hours need not be continuous but shall be held prior to lunch breaks or knocking-off time.

2.4.5.3 The *trade union* concerned shall inform the *employer* 7 (seven) days in advance, in writing, of the proposed venue, date and time of the election meetings.

2.4.5.4 The term of office of *shop stewards* will be in accordance with the constitution of the relevant *trade union*.

2.4.5.5 Within 7 (seven) days of the conclusion of an election, the *trade union* shall inform the employer, in writing, of the full names, departmental location and constituencies of the elected *shop stewards*.

2.4.5.6 A *shop steward* shall vacate his or her office in any one of the following circumstances:

- 2.4.5.6.1 on the expiry of the period for which the *shop steward* was elected, provided that new elections shall take place not earlier than 3 (three) months before, and not later than 3 (three) months after the date on which elections are due, failing which, the *employer* will not thereafter recognise the *shop steward*. The *shop steward* may, however, make himself or herself available for re-election;
  - 2.4.5.6.2 on the termination of his or her employment with the *employer* in terms of his or her conditions of service;
  - 2.4.5.6.3 on ceasing to be a member of the *trade union*;
  - 2.4.5.6.4 on resigning as a *shop steward*;
  - 2.4.5.6.5 on receipt of a written advice from the *shop steward's trade union* that his or her status has been withdrawn or suspended; and
  - 2.4.5.6.6 on leaving his or her constituency due to appointment or promotion in terms of applicable conditions of service and with the consent of the *shop steward* concerned;
  - 2.4.5.6.7 on leaving his or her constituency due to transfer in terms of applicable conditions of service and with the consent of the *shop steward* concerned, which consent shall not be unreasonably withheld.
- 2.4.5.7 Whenever a *shop steward* ceases to hold office for any of the reasons listed above, a by-election shall take place in terms of clauses referred to above, read with the necessary changes required by the context.

#### 2.4.6 *Shop Stewards' Obligations*

- 2.4.6.1 *Shop stewards* shall do everything reasonably necessary to ensure adherence to agreements, procedures, terms and conditions of employment, regulations and safety rules applicable to the *employer*.
- 2.4.6.2 Should a *shop steward* (other than a full-time *shop steward*) be required to leave his or her *workplace* in order to carry out any duties as a shop steward, the *shop steward* shall first obtain the permission of his or her superior/supervisor, which permission shall not be unreasonably withheld.
- 2.4.6.3 Except as otherwise provided for in this agreement, or any other agreement between the *Parties*, the *shop stewards* will be subject to the same rules, regulations and other conditions of employment as other employees of the *employer*.

#### 2.4.7 *Meetings and Facilities*

- 2.4.7.1 The *shop stewards* shall be entitled to meet with members in their respective constituencies for a period of 2 (two) hours per month.

2.4.7.2 The *shop stewards' committee* shall be entitled to hold four (4) general meetings with members per *Year*. Any such meeting shall be held during working hours for not more than 2 (two) hours during working time on a date to be approved by the *employer*, which approval shall not be unreasonably withheld. The meeting shall take place either before lunch break or knock-off time. The *shop stewards committee* may request additional meetings/time and such request shall not be unreasonably refused.

2.4.7.3 A *shop stewards' committee* shall be entitled to meet for a period not exceeding 2 (two) hours per month during working time.

2.4.7.4 Where possible, the *shop stewards* shall have access to an office equipped with suitable facilities in order to carry out their *shop steward* duties.

2.4.7.5 Access will be provided to *trade unions* to display notices on notice boards within each department or service unit, provided that a copy of such notice is handed to the *employer* prior to such notice being displayed.

#### 2.4.8 Time Off for Trade Union Activities and Training

2.4.8.1 *Shop stewards* shall be entitled to 15 (fifteen) days per *Year* with full pay during working hours for *trade union* activities and training.

2.4.8.2 Six (6) days of each *shop steward's* annual entitlement of time off shall be pooled and re-allocated at the *trade union's* discretion to the *shop stewards* at the *employer* concerned, provided that no single *shop steward* may take more than 21 (twenty-one) days off per *Year* and that the total days in the pool are not exceeded.

2.4.8.3 Further requests for time off for *shop stewards* shall not be unreasonably refused.

### 2.5 FULL-TIME SHOP STEWARDS

2.5.1 Each *trade union* has the right to elect full-time *shop stewards* in terms of this agreement.

#### 2.5.2 Number of Full-Time Shop Stewards

The ratio of full-time shop stewards to members will be the following:

2.5.2.1 At every *workplace* in which the *trade union* concerned has 1000 (one thousand) members, such *trade union* shall be entitled to one full-time *shop steward*, provided that for every additional 1000 (one thousand) members such *trade union* shall be entitled to one additional full-time *shop steward* and provided further that each *trade union* is entitled to a number not exceeding 6 (six) full-time *shop stewards* at any one *workplace*; or

2.5.2.2 where a *workplace* falls within the geographical boundary of a *District Council*, the total membership of the *trade union* concerned will be accumulated and full-time *shop stewards* shall *mutatis mutandis* be allocated based on the total membership, provided that the membership of those *workplaces* that qualify for full-time *shop stewards* in terms of clause 2.5.2.1 above shall be excluded from the total;

2.5.2.3 should the total membership of the *trade union* concerned referred to in clause 2.5.2.1 above be less than 1000 (one thousand) members, the relevant division of the *Council* may decide on other boundaries within its areas of jurisdiction to determine the number of full-time *shop stewards* for that particular area.

2.5.3 The total remuneration package of the full-time *shop steward* elected in terms of clauses 2.5.2.2 and 2.5.2.3 shall be shared proportionally by those *workplaces* within the boundaries as determined in the relevant clause.

#### 2.5.4 Constituency

The constituency of a full-time *shop steward* shall be the *workplace* where he or she is employed except for those full-time *shop stewards* appointed in terms of clause 2.5.2.2 where it shall be the *workplaces* that fall within the boundaries as determined.

#### 2.5.5 Election of Full-Time Shop Stewards

2.5.5.1 The election and term of office of a full-time *shop steward* shall be in accordance with the constitution and policy of the *trade union* concerned.

2.5.5.2 The full-time status of a *shop steward* may be withdrawn for any of the following reasons:

2.5.5.2.1 on termination of employment in terms of his or her conditions of service;

2.5.5.2.2 on ceasing to be a member of the *trade union*;

2.5.5.2.3 on resigning as a full-time *shop steward*;

2.5.5.2.4 on receipt of a written advice from the relevant *trade union* that his or her status has been withdrawn;

2.5.5.2.5 on the expiry of his or her term of office, but he or she may make himself or herself available for re-election.

2.5.5.3 The *employer* will notify the *trade union* of any non-compliance of the terms of this agreement by the full-time *shop steward*. The *trade union* is obliged to initiate disciplinary procedures within 30 (thirty) days from the date of notification.

2.5.5.4 If the *trade union* fails to take the necessary steps contemplated in clause 2.5.5.3 then the *employer* reserves the right not to recognise the full-time *shop steward*.

2.5.5.5 If the membership of the *trade union* concerned declines to less than 1000 (one thousand) members, the *employer* shall give the *trade union* notice to that effect, calling on the *trade union* to improve its membership within sixty (60) days from the date of receipt of notice, failing which the *employer* shall thereafter suspend the right to a full-time *shop steward*.

2.5.5.6 Should a *trade union's* membership reach 1000 (one thousand) or an additional 1000 (one thousand) as contemplated in clause 2.5.2.1, then the

relevant *trade union* may give 60 (sixty) days' notice to the *employer* that it wishes to exercise its rights to a full-time *shop steward* or an additional full-time *shop steward* as the case may be.

2.5.5.7 Whenever a full-time *shop steward* ceases to hold office, a by-election shall be held to replace him or her.

## 2.5.6 Duties and Obligations

2.5.6.1 Full-time *shop stewards* shall represent the interests of their *trade union* and its members. This may entail improving employer/employee relations by building trust between employees and management.

2.5.6.2 A full-time *shop steward* shall be subject to the applicable conditions of service, rules and regulations of the *employer* where he or she is employed.

2.5.6.3 The execution of the duties linked to the position of the full-time *shop steward* will be performed in accordance with the existing procedures and practices of the *employer*.

2.5.6.4 The *trade unions* accept that a full-time *shop steward* shall:

2.5.6.4.1 be considered the same as any other employee in respect of the application of conditions of service;

2.5.6.4.2 be bound by his or her terms and conditions of service and by the policies, rules and regulations prevailing from time to time in his/her *employer* and constituency; and

2.5.6.4.3 carry out his or her duties, as laid down in this agreement and any other agreements entered into between the *Parties* without unreasonably and unnecessarily interfering with or disrupting the employer's functioning and interfering with the performance of the employee's duties.

## 2.5.7 Conditions of Service and Employment Security

2.5.7.1 Full-time *shop stewards* shall be remunerated on the basis of the post they held at the time of election and will receive all salary notches, general increases, and service condition improvements applicable to such post.

2.5.7.2 Full-time *shop stewards* shall not be prejudiced in their employment or promotional prospects and shall be deemed to retain the job that they held for their terms of office, or any further term of office.

2.5.7.3 When a full-time *shop steward* ceases to hold office he or she shall return to his or her previous position or a similar position.

2.5.7.4 The full-time *shop steward* will be permitted during his or her term of office or any extended term of office to attend such training and development programmes that relate to his or her substantive post.

2.5.7.5 Full-time *shop stewards* shall not be able to claim redundancy by virtue of:

- 2.5.7.1.1 nomination;
- 2.5.7.1.2 re-nomination as a result of the expiry of his or her term of office; or
- 2.5.7.1.3 resignation from the *trade union*.

2.5.7.6 All applications for leave will be dealt with in accordance with the applicable conditions of service and will be authorised by the relevant *trade union* subject to the provision that the person designated in terms of clause 2.5.9.1 is duly informed.

## 2.5.8 Access and Facilities

2.5.8.1 An office and furniture shall be made available, on request, to the full-time *shop stewards* for the purpose of interviewing members, meeting *shop stewards* and for storing documents.

2.5.8.2 The full-time *shop steward* shall also be provided, on request, with reasonable telephone, fax, filing and copying facilities, provided that the cost shall be borne by the employer(s) and relevant *Trade Union Parties* on the basis of a jointly agreed upon budget. Thereafter, any excess amount shall be borne by the *trade union* concerned.

## 2.5.9 Reporting and Accountability

2.5.9.1 Full-time *shop stewards* must report to a designated member of the *employer* for administrative purposes.

2.5.9.2 The full-time *shop steward* shall report and be accountable to the *trade union* structures or members in accordance with the respective constitutions and policies of the *trade unions*.

2.5.9.3 Each *trade union* shall be accountable for the satisfactory performance of its full-time *shop stewards* and shall ensure that they carry out their duties efficiently and effectively.

2.5.9.4 Each full-time *shop steward* shall accept the conditions of this agreement by signing the attached declaration (Annexure B 3).

2.5.9.5 Full-time *shop stewards* may form part of the consultation and negotiation structures of *Local Labour Forums*, including serving on the *Council* and its Divisions and their committees and working groups.

## 2.6 TRADE UNION OFFICE BEARERS

2.6.1 *Office Bearers* of the *trade unions* shall be entitled to additional time off during working hours on full pay to perform those functions referred to in Section 15 of the *Act* in addition to time off referred to in 2.4.8.1 and 2.4.8.2.

2.6.2 Each *trade union* shall have its President granted full-time status, paid for by his or her *employer*.

2.6.3 Each *trade union* may exercise the option of a maximum of another 3 (three) National *Office Bearers* with full time status. Such persons shall be paid in the

following proportions: up to R200,000.00 (two hundred thousand rand) *per trade union* by the *Council* and the remainder, if any, from their respective *trade union*.

- 2.6.4 If the provisions of clause 2.6.3 are invoked, the salary or wages of the *Office Bearer* will continue to be administered by his or her *employer* subject to the condition that a determined portion of the subsidy will be paid directly to the *employer* by the *Council* together with any further portion covered by the respective *trade union* should this be the case on terms and conditions as agreed by the relevant *Municipality* and *Trade Union* concerned.
- 2.6.5 Should a *trade union* not exercise its option in terms of clause 2.6.3 in respect of 3 (three) *National Office Bearers*, such *National Officer Bearer* shall be entitled to 20 (twenty) days per annum on full pay during working hours to perform *trade union* activities.
- 2.6.6 In addition, up to 2 (two) further *National Office Bearers* from each *trade union* shall be entitled to 20 (twenty) days' leave per annum on full pay during working hours to perform *trade union* activities.
- 2.6.7 A *trade union* shall be entitled, if it has not fully utilised its R200,000.00 (two hundred thousand rand) subsidy, to utilise the remaining allocation to pay for any unpaid leave that the *National Office Bearers* may be required to take. Such additional leave may not be refused by the *employer* concerned.
- 2.6.8 The figure of R200,000.00 (two hundred thousand rand) referred to in clause 2.6.3 shall be renegotiated in the *Council* each Year.
- 2.6.9 Provincial (*SAMWU*) or Regional (*IMATU*) *Office Bearers* shall be entitled to 15 (fifteen) additional days, per annum on full pay.
- 2.6.10 Branch (*SAMWU*) or sub-region (*IMATU*) *Office Bearers* as set out in Annexures "B1" and "B2", shall be entitled to an additional 10 (ten) days on full pay.

## 2.7 REPRESENTATION ON STATUTORY AND OTHER BODIES

- 2.7.1 *Shop stewards, office bearers* and *trade union* members who participate in any of the following bodies and their structures shall be deemed to be on duty:
- 2.7.1.1 South African Local Government Bargaining Council;
- 2.7.1.2 a statutory board or Council, accredited medical scheme or retirement fund;
- 2.7.1.3 the Local Government Sector Education and Training Authority or its successor in title; and
- 2.7.1.4 the National Economic Development and Labour Council (NEDLAC).

## 2.8 LOCAL LABOUR FORUM

### 2.8.1 Composition

- 2.8.1.1 At every *employer* a *Local Labour Forum* shall be established with equal representation from the *trade unions* and the employer.

- 2.8.1.2 The *trade unions'* representation shall be divided in proportion to their respective membership in that employer.
- 2.8.1.3 *Employer* representatives shall consist of Councillors and of Management (as set out in clause 2.4.2.1) provided that Councillors make up no less than one-third of the delegation.
- 2.8.1.4 Up to 2 (two) *trade union officials* or *office bearers* may attend such meetings with prior notice to the *employer* and up to 2 (two) SALGA representatives may attend with prior notice to the *trade unions*.
- 2.8.1.5 In metropolitan areas the metropolitan division of the *Council* shall not serve as the *Local Labour Forum* and shall establish *Local Labour Forums* at a departmental or other suitable level as may be decided by that division of the *Council*.
- 2.8.1.6 The representatives on each side in each *employer* shall be constituted locally on the following basis by combining the membership of the *trade unions*:
  - 2.8.1.6.1 up to 75 members : a committee of 3-a-side;
  - 2.8.1.6.2 from 76 to 250 members : a committee of 5-a-side;
  - 2.8.1.6.3 from 251 to 500 members : a committee of 8-a-side;
  - 2.8.1.6.4 from 501 to 1 000 members : a committee of 10-a-side; and
  - 2.8.1.6.5 more than 1 000 members : a committee of 12-a-side.

## 2.8.2 Powers and Functions

- 2.8.2.1 The *Local Labour Forum* shall have the powers and functions of negotiating and/or consulting:
  - 2.8.2.1.1 on matters of mutual concern pertaining to the *employer* and which do not form the subject matter of negotiations at the *Council* or its Divisions;
  - 2.8.2.1.2 on such matters as may from time to time be referred to such forum by the *Council* or its Divisions;
  - 2.8.2.1.3 provided that it may not negotiate on any matter, which has been reserved for exclusive bargaining in the *Council* or the Divisions;
  - 2.8.2.1.4 concluding of *Minimum Service Agreements*.
- 2.8.2.2 Disputes over what is negotiable, what are the matters that are for consultation and over whether a specific process constitutes sufficient consultation are to be resolved through the dispute resolution mechanism of the *Council*.

### 2.8.3 Meetings of Local Labour Forum

- 2.8.3.1 The position of chairperson and vice-chairperson of the meeting shall rotate annually between the *Parties*.
- 2.8.3.2 The chairperson and vice-chairperson shall be elected at the first meeting of the Year.
- 2.8.3.3 The *Parties* shall each have a delegation leader who shall ensure order within his or her delegation.
- 2.8.3.4 *Local Labour Forums* shall meet at least once a month unless by mutual agreement of the *Parties* it is agreed not to meet.
- 2.8.3.5 The agenda for any ordinary meeting shall be jointly compiled through consultation with all parties 7 (seven) days prior to the ordinary meeting date provided that new items may be raised in any meeting under adoption of agenda if they are of an urgent nature.
- 2.8.3.6 Any *Party*, for reasons of urgency, may call special meetings of the *Local Labour Forums* on 48 hours' notice.


### 2.8.4 Sub-Committees of Local Labour Forums

- 2.8.4.1 The composition of sub-committees of *Local Labour Forums* shall be in compliance with those provisions governing the *Local Labour Forum* provided that by mutual agreement, up to 2 (two) technical advisors per *Party* may be invited by the *Party* concerned where the topic is such as to warrant their presence.
- 2.8.4.2 A *Local Labour Forum* shall consider the establishment of the following sub-committees for purposes of preparatory consultation:
- 2.8.4.2.1 Human Resources Development Committee, which shall be responsible for consultation and technical preparatory work on education and training, employment equity and all such other related human resources issues;
- 2.8.4.2.2 *Workplace* and Services Restructuring Committee, which shall deal with all proposed changes relating to any service restructuring including the introduction of new technology, proposals for privatisation or alternative methods of service delivery or other work re-organisation proposals;
- 2.8.4.2.3 Basic Conditions Committee, which shall deal with any other matters relating to working conditions, arrangement of working hours, health and safety proposals.
- 2.8.4.3 Should any *Local Labour Forum* decide that sub-committees are either unnecessary or that some additional sub-committees are required, they may so disestablish or establish such sub-committees as the case may be.
- 2.8.4.4 The number and nature of sub-committees shall be reported to the relevant division of the *Council* on a quarterly basis.

2.8.4.5 The locus of the negotiation of agreements and legally required consultation on all matters is the *Local Labour Forum* and it may not divest or delegate such power to a sub-committee.

### SECTION 3. AGENCY SHOP

- 3.1 The *employer* shall deduct an agreed monthly agency fee from the wages of its employees identified in this agreement who are not members of, but eligible for membership, of representative *Trade Unions*.
- 3.2 The employers shall pay this agency fee deduction over to the *Council*, in a separate account, before the 7<sup>th</sup> of the following month.
- 3.3 The following information shall be remitted to the *Council*, on the prescribed *Council* form, with the proof of payment in clause 3.2 above:
- 3.3.1 Total number of all employees;
  - 3.3.2 total number of *IMATU* members indicated separately;
  - 3.3.3 total number of *SAMWU* members indicated separately; and
  - 3.3.4 total number of non-union members.
- 3.4 The Agency Shop fee is determined as one (1) per cent of an employee's monthly salary up to a maximum of R50,00 as determined in terms of Section 25 (3) (b) of the *Act*.
- 3.5 The amount referred to in clause 3.4 above may be varied by *Parties* to this Agreement in terms of Section 32 (6) (b) of the *Act*.
- 3.6 The total agency shop fee deducted monthly in terms of clause 3.1, shall be divided by the *Council* between the *Trade Union* parties in proportion to their members falling within the scope of the agreement, and paid over to the *Trade Unions* on a quarterly basis.
- 3.7 The agreed agency fee shall at no time exceed the subscription payable by members of the *Trade Union* which has the highest subscription.
- 3.8 An account will be opened and administered by the *Council* on behalf of the *Trade Unions* and all amounts deducted in relation to the Agency Shop shall be paid into the separate account.
- 3.9 No agency fee deducted may be:
- 3.9.1 paid to a political party as affiliation fee;
  - 3.9.2 contributed in cash or kind to a political party or person standing for election to any political office; or
  - 3.9.3 used for any expenditure which does not advance or protect the socio-economic interests of employees.

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### 3.10 Membership of *Trade Unions*

3.10.1 It is specifically recorded that employees who are not members of the representative *Trade Unions* or *Trade Union* are not compelled to become members of the *Trade Union/s*.

## SECTION 4. ESSENTIAL SERVICES

### 4.1 Procedure

4.1.1 The minimum level in the *designated essential services* shall be determined by collective agreement between the parties at municipal level in accordance with the undermentioned procedure:

4.1.1.1 *Minimum Service Collective Agreements*, in terms of the Council guidelines, shall be concluded in the *Local Labour Forum* in respect of each *employer* represented by the employer, which shall determine in respect of those services within each category at least the following:

- a) Whether the service in question is essential in its entirety or only partially so; and
- b) whether the service in question is essential only at a reduced level and if so, precisely what such reduced level is, having regard *inter alia* to manning levels, times of provision, geographic areas of provision and the like;

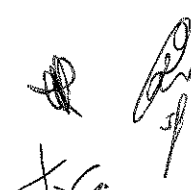
4.1.1.2 In the event that the *Parties* have failed within the specified period to reach agreement, the matter shall be dealt with in terms of the applicable dispute procedure as per the *Act*.

4.1.1.3 The Council shall set guidelines for the conclusion of *Minimum Service Collective Agreements*, from time to time, which guidelines must be taken into account by the *Parties* when concluding the *Minimum Service Collective Agreements*. Such guidelines shall include a procedure for resolution of disputes in respect of the *Minimum Service Collective Agreements*.

4.1.2 In the event that, during the course of a strike affecting the operations of any *employer*, a *Party* (which for the purpose of this clause shall be the individual local authority) asserts that a service or services not designated as essential has/have become an *essential service* due to circumstances, the *Parties* shall meet within 24 hours of written notice by any of them to the others calling for such a meeting in an attempt to reach agreement on whether the service(s) in question is indeed essential and if so what minimum level of services is required.

4.1.3 The duration of any such agreement shall be for the period of the strike.

4.1.4 In the event that no agreement is reached at the meeting (whether due to absence of any *Party*, or otherwise) the matter may be dealt with in terms of Section 73 of the *Act*.



4.1.5 The question of *essential services* during the course of a disaster declared in terms of the Disaster Management Act 57 of 2002, shall be dealt with in accordance with that Act.

#### 4.2 Replacement Labour

4.2.1 The *employers* hereby waive and abandon the right to take on replacement or additional labour in order to provide a service in addition to the minimum service levels agreed in respect of any service determined to be an *essential service* pursuant to 4.1.2 above.

4.2.2 The waiver above will not affect the right of the *employer* to take on replacement labour or additional labour in respect of those services not classified as *essential services* in the context of 4.1.2 above.

4.2.3 Notwithstanding the foregoing, in the event of employees failing to abide by the terms of any collective agreement on *essential services*, then the waiver and abandonment referred to in 4.1.1 above shall be of no force and effect, provided that the *employer* shall give the union party concerned 48 hours written notice to correct any such failure before the foregoing is implemented.

### SECTION 5. GRIEVANCE PROCEDURE

#### 5.1 Preamble

This procedure shall be deemed a condition of service.

The objective of this *grievance* procedure is to ensure fair play, to resolve problems as quickly as possible and to deal with conflict through procedural means.

No employee shall suffer victimisation or occupational prejudice as a result of lodging a grievance.

This *grievance* procedure shall not apply in the event that a specific dispute resolution is catered for in this agreement.

#### 5.2 Step One: Immediate Superior

5.2.1 The lodging of a *grievance* as per Annexure "C" shall, except in exceptional circumstances, take place within ten (10) days from the time the employee first becomes aware of the matter that gave rise to such *grievance*.

5.2.2 An aggrieved employee or group of employees must lodge in writing with his immediate superior a *grievance* on the prescribed form setting out the complaint and the desired result. Such an employee may, if he so wishes, be assisted by a *shop steward*, fellow employee or union official. Should the *grievance* concern the conduct of the employee's immediate superior, the employee may proceed directly to Step Two provided that he submits the *grievance* on the prescribed form.

5.2.3 The immediate superior shall endeavour, in consultation with the affected employee(s), to resolve the *grievance* within five (5) days of the *grievance* having been referred to him and shall inform the employee of the outcome in writing.

### 5.3 Step Two: Head of Department

- 5.3.1 If a *grievance* has not been resolved to the satisfaction of the aggrieved employee or group of employees, the immediate superior shall refer the matter in writing within five (5) days to the Head of Department or his nominee.
- 5.3.2 The Head of Department or his nominee shall arrange a meeting to consult and hold discussions with the affected parties in an attempt to achieve a resolution. The employee may be assisted by a fellow employee, shop steward or union official at such a meeting and the immediate superior may also be required to attend.
- 5.3.3 The Head of Department or his nominee shall endeavour to resolve the *grievance* within five (5) days of the *grievance* being referred and shall inform the employee of the outcome in writing.

### 5.4 Step Three: Municipal Manager

- 5.4.1 If the *grievance* has not been resolved to the satisfaction of the aggrieved employee or group of employees, the Head of Department or his nominee shall refer it to the Municipal Manager or his nominee within five (5) days in writing who shall hold an enquiry into the grievance, attended by the employee, his representative, if required, and any other persons who, in the opinion of the Municipal Manager or his nominee should attend.
- 5.4.2 The Municipal Manager or his nominee shall hear details of the *grievance* including proposals to resolve the issue and shall endeavour to reach a decision within five (5) days.
- 5.4.3 The Municipal Manager or his nominee shall inform the employee in writing of the outcome of the hearing as envisaged in clause 5.4.2 above, and such decision shall be final in terms of this procedure.
- 5.4.4 If the *grievance* is against a Municipal Manager, the aggrieved employee shall refer the *grievance* to the Office of the Speaker, which may either resolve the *grievance* itself or engage the services of an appropriate Senior Manager of another *Municipality* to resolve the *grievance*.
- 5.4.5 If the *grievance* has not been resolved to the satisfaction of the aggrieved party, that party may refer the grievance to the *Council* for adjudication, provided that a dispute has been declared.

## SECTION 6. BARGAINING COUNCIL LEVY

- 6.1 Every *employer* shall, on each pay day, or if an employee is weekly paid, on the last day of the month, deduct from the wages of each of its employees an amount of R3,20. The amount of R3,20 shall increase annually on 1 July at the same rate as the salary and wage increase for employees falling under the scope of the *Council*.
- 6.2 To the total of the amount deducted in terms of clause 6.1, the *employer* shall add an equal amount and forward the total amount to the *Council*, not later than the 7<sup>th</sup> day of the following month.
- 6.3 The *employer* shall remit to the *Council*, on the prescribed remittance form, the total number of all employees in the *Municipality* together with the proof of payment.

- 6.4 Where an employee is on leave of any nature excluding a period where an employee is on unpaid leave for an entire month, his own and the employer's contribution shall be continued.
- 6.5 Should any amount due in terms of clauses 6.1 and 6.2 not be received by the *Council* on the due date, the *employer* shall pay interest on such overdue amount at a rate of interest determined by the *Council* from time to time, subject to the Prescribed Rate of Interest Act, 1975.
- 6.6 Interest in terms of clause 6.5 shall be charged from the date on which the payment becomes due until the date upon which payment is actually received by the *Council*. The *Council* shall, in its absolute discretion, be entitled to waive interest or part thereof.
- 6.7 In the event of the *employer* failing to submit the amount payable in terms of clause 6.2, the *Council* shall, for the purpose of instituting legal proceedings, be entitled to calculate all outstanding levies payable based on the last amount submitted by the employer, without prejudice to its right to recover levies actually due which are over and above this amount.
- 6.8 In the event that the *Council* institutes civil proceedings against an *employer* for failing to pay amounts due in terms of this agreement, such *employer* shall be liable for all legal costs and disbursements incurred by the *Council* as between attorney and client, including collection charges.

## SECTION 7. MEDICAL AID SELECTION PROCEDURE

### 7.1 Membership Threshold for Accredited Medical Schemes

An applicant scheme must comply with the following membership thresholds:-

- 7.1.1 By 30 June 2006 the applicant scheme should have had a minimum of 15 000 principal members within the local government sector. Principal members include pensioner members previously employed by local government; and
- 7.1.2 the threshold requirement, referred to in 7.1.1 above, may be reviewed by the *Council* from time to time on terms and conditions, to be determined by the *Executive Committee*. Such terms and conditions must be met by the applicant scheme.

### 7.2 Criteria for Recognition of Medical Schemes

- 7.2.1 The medical scheme applying for admission to the *Council* (hereinafter referred to as "applicant scheme") must be registered in terms of Section 24 (1) of the Medical Schemes Act (MSA).
- 7.2.2 The applicant scheme must meet all the legal requirements as prescribed in the MSA and regulations issued in terms of the MSA and determinations of the Registrar from time to time.
- 7.2.3 The applicant scheme must meet any additional requirements which may be laid down by the Registrar of Medical Schemes from time to time. Furthermore, the applicant scheme must meet the solvency levels prescribed in Regulation 29 of the regulations made in terms of the MSA. Alternatively, a plan to ensure compliance therewith must have been lodged with the Registrar in terms of Regulation 29 (4), and accepted by him.

- 7.2.4 The applicant scheme shall have a board of trustees duly elected as provided for in the *MSA*.
- 7.2.5 The applicant scheme shall not unfairly discriminate directly or indirectly against any person on any ground including race, gender, marital status, ethnic or social origin, sexual orientation, disability, age or state of health.
- 7.2.6 The *non-health expenditure costs* of the applicant scheme for the previous financial Year shall be disclosed to the *Council* by an accredited scheme within three (3) months of the conclusion of the annual audit of such scheme and these costs may be published by the *Council*.
- 7.2.7 Audited Year-end financial statements and statutory returns for the last Year must be submitted by an applicant scheme before accreditation, which financial statements and statutory returns may be published by the *Council*.
- 7.2.8 Prior to accreditation, the applicant scheme must demonstrate capacity to provide effective member communication channels, e.g. regular newsletter and an updated website.
- 7.2.9 Service levels have to be clearly specified on such matters as, e.g. turnaround time, claims processing and payment of accounts and may be published by the *Council*.
- 7.2.10 An applicant scheme should support its application for accreditation with any other supporting documentation, including but not limited to, actuarial evaluation, credit rating and statistical returns.
- 7.2.11 An applicant scheme is required to waive any waiting period for any illness condition for scheme members who choose to transfer to an applicant scheme and who are current members of an existing accredited medical scheme.
- 7.2.12 An applicant scheme shall provide a deposit of R50 000,00, which may be used by the *Council* for costs relating to the verification of information provided by the applicant scheme or any dispute resolution costs related to this agreement.
- 7.2.13 The *Council* may publish any other reasonable requirements that applicant schemes shall be obliged to meet at any stage during the duration of this agreement.

### 7.3 Selection Process

- 7.3.1 The *Council* will undertake the implementation of the above agreed to criteria as follows:-
- 7.3.1.1 Medical schemes presently accredited shall be notified in writing, inviting them to apply for accreditation and shall be advised of the terms of application and of any other rules applicable;
- 7.3.1.2 Medical schemes will be given until 15 August of each Year to submit their applications for accreditation, in compliance with the *Council* criteria above. The failure to comply with the submission deadlines without substantive motivation shall result in the disqualification of that scheme. Applicant schemes must submit four (4) original sets of

their applications and these applications shall be compiled in accordance with the *Council* submission guidelines;

7.3.1.3 The *Executive Committee* will be responsible for overseeing the process and finalising the accreditation by 30 September and inform medical schemes of the outcome of the accreditation process as soon as possible thereafter;

7.3.1.4 The *Executive Committee*, in its discretion, may require additional information from applicant schemes in order to substantiate the application in instances where the submitted information is insufficient and/or unclear. In these circumstances applicant schemes shall be granted two weeks from date of receipt of such notice to provide the required information, for which the applicant scheme shall bear the costs;

7.3.1.5 Notification of a decision of the *Executive Committee* regarding accreditation shall be in writing and shall be forwarded at least one month in advance of any *freedom of association* campaign.

7.3.2 *Accredited medical schemes* may market their schemes annually between October and November, the frequency of which will be determined by the *Executive Committee*.

7.3.3 Those scheme members who wish to transfer between *accredited medical schemes* must give their existing medical scheme the required notice period of termination of membership in terms of the rules of that medical scheme.

7.3.4 Scheme members may make an election regarding movement from one *accredited medical scheme* to another *accredited medical scheme* on an annual basis before 1 January.

7.3.5 Members who have elected to transfer from one *accredited medical scheme* to another *accredited medical scheme*, will be able to do so with effect from 1 January of each *Year*.

7.3.6 The *employer* shall only make contributions to *accredited medical schemes* on behalf of employees.

7.3.7 Employees shall not be permitted to separate family membership and register dependants on different schemes.

7.3.8 In the event of a medical scheme being in breach of the criteria set out in clauses 7.3.5 and 7.3.6 above, that scheme shall lose its accredited status and the affected members shall be entitled to exercise a new election in terms of this clause 7.3.

## 7.4 Notification

7.4.1 The *Council* shall inform all employers and *accredited medical schemes* of this agreement.

7.4.2 The *Parties* are to use their best endeavours to inform their members of this agreement.

7.4.3 The *accredited medical schemes* are to inform their members of this agreement.

7.4.4 Employers are to endeavour to inform all employees in their employ and pensioner members who belong to *accredited medical schemes* operating at their *workplace*.

## 7.5 Implementation

The *Executive Committee* is charged with the duty to implement and attend to any matter arising from Part C, Section 7 of this agreement.

## 7.6 Code of Conduct

7.6.1 An *accredited medical scheme* shall at all times present its own scheme and its benefits in a fair and reasonable manner.

7.6.2 An *accredited medical scheme* shall not misrepresent or discredit another *accredited medical scheme* or its benefits in any way.

7.6.3 All presentations to members and prospective members shall be based on the benefit structure and contribution levels of that *accredited medical scheme* that will apply as at 1 January in the following *Year*.

7.6.4 *Accredited medical schemes* may only present medical schemes benefits as contained in their approved rules. Scheme representatives may not engage in the sale of any other non-medical scheme product whilst conducting marketing as contemplated in this agreement.

## 7.7 Breach of Code of Conduct

7.7.1 Any alleged breach of the Code of Conduct or any of the terms of this agreement may be reported by completing the prescribed form Annexure "A" to the General Secretary of the *Council*.

7.7.2 The General Secretary shall submit the complaint to an ombudsperson selected from the *Council's* National Panel of Arbitrators.

7.7.3 The tribunal (ombudsperson) shall have the powers to:

7.7.3.1 Determine whether the complaint can be adjudicated on paper, whether a hearing of oral evidence is necessary or any other appropriate manner to deal with such a complaint;

7.7.3.2 reverse a selection of medical scheme by an employee;

7.7.3.3 order the re-opening of the *freedom of association* exercise for a specified time period for an employee or specified group of employees;

7.7.3.4 issue a fine against an offending medical scheme; and/or

7.7.3.5 any other suitable order.

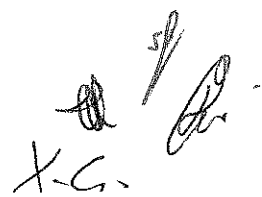
7.7.4 Decisions of the tribunal shall be final.

7.7.5 Costs are to borne by the unsuccessful party to the complaint. In the event of an award going against an *accredited medical scheme*, the *Council* shall be entitled to recover the costs from the deposit referred to in clause 7.2.12 above in the first

instance. If the deposit referred to in clause 7.2.12 is insufficient, the *accredited medical scheme* shall pay the outstanding amount within ten (10) days after being advised thereof by the General Secretary.

#### **7.8 Post-Retirement Medical Aid Funding**

The *Parties* will engage on post-retirement medical aid funding for current employees of the sector.

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## PART D. RULES OF THE COUNCIL

### SECTION 1. DATA BANK – MUNICIPAL DATA

- 1.1 SALGA and/or the individual Municipalities will furnish to the *Council* the information as contained in Annexure "D" hereto.
- 1.2 All *employers* bound by this agreement shall furnish the *Council* updated information in regard to the data specified in clause 1.1 above, three times a Year, for the following months of each Year:-
  - 1.2.1 Data for the month of April to reach the *Council* not later than the 31<sup>st</sup> May.
  - 1.2.2 Data for the month of August to reach the *Council* not later than the 30<sup>th</sup> September.
  - 1.2.3 Data for the month of December to reach the *Council* not later than the 31<sup>st</sup> January.
- 1.3 Such information shall be furnished in electronic format.
- 1.4 The *Council* agrees that the information released in terms of this agreement shall be treated on a confidential basis and shall not be released to any persons other than the *Parties* to the *Council* acting through the structures of the *Council*.

### SECTION 2. CONDUCT OF CONCILIATION AND ARBITRATION PROCEEDINGS BEFORE THE COUNCIL

#### SERVING AND FILING

#### 2.1 Council Contact Details

- (1) The addresses, telephone and telefax numbers of the offices of the *Council* are listed in Annexure "E1".
- (2) Documents may only be filed with the *Council* at the addresses or telefax numbers listed in Annexure "E1".

#### 2.2 Council Office Hours

- (1) The head office and the provincial offices of the *Council* will be open every *day* from Monday to Friday excluding public holidays and the annual shut down period, between Christmas and New Year, between the hours of 08:00 and 16:30, or as determined by the *Council*.
- (2) Documents may only be filed with the *Council* during the hours referred to in subrule (1).
- (3) Notwithstanding subrule (2), documents may be faxed at any time to the *Council* within the time frames approved by the *Council* for the filing of documents, as per the specific prescribed time frames for conciliation, con-arb, arbitration and applications.

### 2.3 Calculation of periods

- (1) For the purpose of calculating any period of time in terms of these rules of proceedings:
  - (a) *day* means a working *day*, excluding a public holiday; and
  - (b) the first *day* is excluded and the last *day* is included, subject to subrule (2).
- (2) The last *day* of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on a *day* during the period between 16 December and 7 January.

### 2.4 Signing of documents

- (1) A document that a party must sign in terms of the *Act* or these rules may be signed by the party or by a person entitled to in terms of the *Act* or these rules to represent that party in the proceedings.
- (2) If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A list in writing, of the employees who have mandated the employee to sign on their behalf must be attached to the referral document.

### 2.5 Serving documents on other parties

- (1) A party must serve a document on the other parties:-
  - (a) by handing a copy of the document to-
    - (i) the person concerned;
    - (ii) a representative authorized in writing to accept service on behalf of the person;
    - (iii) a person who appears to be at least 16 years old and in charge of the person's place of residence, business or place of employment premises at the time;
    - (iv) a person identified in subrule (2);
  - (b) by leaving a copy of the document at-
    - (i) an address chosen by the person to receive service;
    - (ii) any premises in accordance with subrule (3);
  - (c) by faxing or telexing a copy of the document to the person's fax or telex number respectively, or a number chosen by that person to receive service;
  - (d) by sending a copy of the document by registered post or telegram to the last known address of the party or an address chosen by the party to receive service.

- (2) A document may also be served:-
- (a) on a company or other body corporate by handing a copy of the document to a responsible employee of the company or body at its registered office, its principal place of business within the magisterial district in which the dispute first arose;
  - (b) on an *employer* by handing a copy of the document to a responsible employee of the *employer* at the *workplace* where the employees involved in the dispute ordinarily work or worked;
  - (c) on a *Trade Union* or employer's organization by handing a copy of the document to a responsible employee or official at the main office of the union or employer's organization or its office in the magisterial district in which dispute arose;
  - (d) on a partnership, firm or association by handing a copy of the document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or the chairman or secretary of the managing or other controlling body of the association, as the case may be;
  - (e) on a *Municipality*, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;
  - (f) on a statutory body, by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body;
  - (g) on the State or province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.
- (3) If no person identified in subrule (2) is willing to accept service, service may be effected by affixing a copy of the document to-
- (a) the main door of the premises concerned; or
  - (b) if this is not accessible, a post box or other place to which the public has access.
- (4) The *Council* or an arbitrator may order service in a manner other than prescribed in this rule.

## 2.6 Proof of Service

- 2.6.1 A party must prove to the *Council* or an arbitrator that a document was served in terms of these rules, by providing the *Council* or an arbitrator:
- (a) with a copy of proof of mailing the document by registered post to the other party;

- (b) with a copy of the telegram or telex communicating the document to the other party;
- (c) with a copy of the telefax transmission report indicating the successful transmission to the other party of the whole document; or
- (d) if a document was served by hand:-
  - (i) with a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or
  - (ii) with an affidavit confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises.
- (3) If proof of service in accordance with subrule (1) is provided, it is presumed until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.
- (4) The *Council* may accept proof of service in a manner other than prescribed in this rule, as sufficient.

## 2.7 Filing of Documents with the Council

- (1) A party must file documents with the *Council*:
  - (a) by handing the document to the office of a relevant Regional Secretary in the case of a Divisional dispute and to the General Secretary in the case of a national dispute, at the address listed in Annexure "E1";
  - (b) by sending a copy of the document by registered post to the relevant office at the address listed in Annexure "E1"; or
  - (c) by faxing the document to the office of the Regional Secretary or General Secretary at a number listed in Annexure "E1".
- (2) A document is filed with the *Council* when:-
  - (a) the document is handed to the office of the Regional Secretary or General Secretary;
  - (b) a document sent by registered post is received by the office of the Regional Secretary or General Secretary;
  - (c) the transmission of a fax is completed.
- (3) A party must only file the original of a document filed by fax, if requested to do so by the *Council* or an arbitrator. A party must comply with a request to file an original document within seven days of the request.

## 2.8 Documents and notices sent by registered post

Any document or notice sent by registered post by a party or the *Council* is presumed, until the contrary is proved, to have been received by the person to whom it was sent seven days after it was posted.

## 2.9 Condonation for documents delivered late

- (1) This rule applies to any referral document or application delivered outside of the applicable time period prescribed in the *Act* or these rules or the Constitution of the *Council*.
- (2) A party must apply for condonation, when delivering the document to the *Council*.
  - (a) An application for condonation in the prescribed *Council* Form Annexure "E2" must set out the grounds for seeking condonation and must include details of the following:
    - (i) the degree of lateness;
    - (ii) the reasons for the lateness;
    - (iii) the referring parties prospects of succeeding with the referral and obtaining the relief sought against the other party;
    - (iv) any prejudice to the other party; and
    - (v) any other relevant factors.

## CONCILIATION OF DISPUTES

### 2.10 Referral of a dispute to the Council for conciliation

- (1) A party must refer a dispute to the *Council* for conciliation by delivering a completed *Council* form Annexure "E3" – "The Request for Conciliation".
- (2) The referring party must-
  - (a) sign the referral document in accordance with rule 2.4;
  - (b) attach to the referral document written proof, in accordance with rule 2.6, that the referral document was served on the other parties to the dispute;
  - (c) attach an application for condonation in accordance with rule 2.9, if the referral document is filed out of time.
- (3) The *Council* must refuse to accept a referral document until subrule (2) has been complied with.

### 2.11 Notice of a conciliation

The *Council* must give the parties at least twenty (20) days notice in writing of a conciliation hearing, unless the parties agree to a shorter period of notice.

## 2.12 Resolution of a dispute before conciliation

The *Council*, an arbitrator or the Conciliation Committee may contact the parties by telephone or other means, prior to the commencement of the conciliation, in order to seek to resolve the dispute.

## 2.13 Attendance at conciliation hearings

- (1) The parties to a dispute must attend a conciliation in person, irrespective of whether they are represented<sup>1</sup>.
- (2) If a party is represented at the conciliation but fails to attend in person, the arbitrator or Conciliation Committee may-
  - (a) continue with the proceedings;
  - (b) adjourn the proceedings; or
  - (c) dismiss the matter by issuing a written ruling.
- (3) In exercising a discretion in terms of subrule (2), an arbitrator or Conciliation Committee should take into account, amongst other things-
  - (a) whether the party has previously failed to attend a conciliation in respect of that dispute;
  - (b) any reason given for party's failure to attend;
  - (c) whether conciliation can take place effectively in the absence of that party;
  - (d) the likely prejudice to the other party of the arbitrator's or Conciliation Committee's ruling;
  - (e) any other relevant factors.

## 2.14 Onus to Prove Jurisdiction of the Council

If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the *Council* must require the referring party to prove that the *Council* has the jurisdiction to conciliate the dispute through conciliation.

## 2.15 Issuing of a certificate in terms of Section 135 (5) of the Act

A certificate issued in terms of Section 135 (5) of the *Act* that the dispute has or has not been resolved, must identify the nature of the dispute as described in the referral document or as described by the arbitrator or conciliation committee during the conciliation process.

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<sup>1</sup>Section 135 (4) provides that: 'In the conciliation proceedings a party to the dispute may appear in person or be represented only by-

- (a) a director or employee of that party, or
- (b) any member, office bearer or official of that party's registered *Trade Union* or registered employer's organization

## 2.16 Disclosure of conciliation proceedings

- (1) Conciliation proceedings are private and confidential and are conducted on a without prejudice basis. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree in writing.
- (2) No person, including an arbitrator or an employee of the *Council*, may be called as a witness during any subsequent proceedings, unless all the parties agree in writing.


## CON-ARB IN TERMS OF SECTION 191 (5A) OF THE ACT

### 2.17 Conduct of con-arb in terms of Section 191 (5A) of the Act

- (1) The *Council* must give the parties at least twenty (20) days notice in writing that a matter has been scheduled for con-arb in terms of Section 191 (5A) of the *Act*.
- (2) A party that intends to object to a dispute being dealt with in terms of Section 191 (5A) of the *Act*, must deliver a written notice to the *Council* and the other party, at least five (5) days prior to the scheduled date in terms of subrule (1).
- (3) Subrule (2) does not apply to a dispute concerning the dismissal of an employee for any reason related to probation or an unfair labour practice relating to probation.
- (4) If a party fails to appear or be represented at a hearing scheduled in terms of subrule (1), the arbitrator must conduct the conciliation on the date specified in the notice issued in subrule (1).
- (5) Subrule (4) applies irrespective of whether a party has lodged a notice of objection in terms of subrule (2).
- (6) In con-arb proceedings a party to the dispute may appear in person or be represented only by-
  - (a) subject to subrule (7), a legal practitioner;
  - (b) a director or employee of that party; or
  - (c) any member, office bearer or official of that party's registered *Trade Union* or registered employers' organization<sup>2</sup>.
- (7) If the dispute concerns an unfair dismissal and the party has alleged that the reason for the dismissal relates to the employee's conduct or capacity, a party may only be represented by a legal practitioner in the circumstances contemplated in Section 140 (1)<sup>3</sup> of the *Act*.
- (8) The provisions of the *Act* and these rules that are applicable to conciliation and arbitration respectively, apply, with the changes required by the context, to con-arb proceedings.

<sup>2</sup> Subrules (6) and (7) apply item 27 (1) (c) of Schedule 7 to the Act

<sup>3</sup> The text of Section 140 (1) is reproduced in Rule 2.25



- (9) If the arbitration does not commence on the date specified in terms of the notice in subrule (1), the *Council* must schedule the matter for arbitration either in the presence of the parties or by issuing a notice in terms of rule 2.21.

## ARBITRATIONS

### 2.18 Request for arbitration

- (1) A party may request the *Council* to arbitrate a dispute by delivering a document in the prescribed *Council* form Annexure "E4" – "The Request for Arbitration".
- (2) The referring party must-
- (a) sign the referral document in accordance with rule 2.4;
  - (b) attach to the referral document, written proof that the referral document was served on the other parties to the dispute, in accordance with rule 2.6; and
  - (c) attach an application for condonation in accordance with rule 2.9<sup>4</sup>, if the referral document is served out of time.
- (3) The *Council* must refuse to accept a referral document until subrule (2) has been complied with.
- (4) This rule does not apply to con-arb proceedings held in terms of Section 191 (5A).
- (5) The *Council* shall set down a hearing within thirty (30) days of having received the request for arbitration, or such longer period as may be agreed between the parties.

### 2.19 Filing of statements

- (1) An arbitrator may direct the referring party in an arbitration to deliver a statement of case and the other parties to deliver an answering statement.
- (2) A statement in terms of subrule (1) must-
- (a) set out the material facts upon which the party relies and the legal issues that arise from the material facts;
  - (b) be delivered within the time-period in the notice referred to in subrule (1).

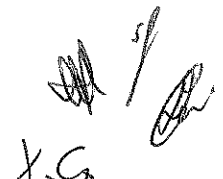
### 2.20 Pre-arbitration conference

- (1) The parties to an arbitration may hold a pre-arbitration conference dealing with the matters referred to in subrule (2).

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<sup>4</sup> In terms of Section 136 (1)(b), a party must request the *Council* to arbitrate a dispute within 90 days after the *Council* has issued a certificate that the dispute has not been resolved. A request made outside of this time-period may be condoned on good cause shown.

- (2) In a pre-arbitration conference, the parties must attempt to reach consensus on the following:
- (a) any means by which the dispute may be settled;
  - (b) facts that are agreed between the parties;
  - (c) facts that are in dispute;
  - (d) the issues that the arbitrator is required to decide;
  - (e) the precise relief claimed and if compensation is claimed the amount of the compensation and how it is calculated;
  - (f) the sharing and exchange of relevant documents, and the preparation of a bundle of documents in chronological order with each page numbered;
  - (g) the manner in which documentary evidence is to be dealt with; including any agreement on the status of documents and whether documents, or parts of documents, will serve as evidence of what they appear to be;
  - (h) whether evidence on affidavit will be admitted with or without the right of any party to cross-examine;
  - (i) which party must begin;
  - (j) the necessity for any on-the-spot inspection;
  - (k) securing the presence at the arbitration of any witness;
  - (l) the resolution of any preliminary points that are intended to be taken;
  - (m) the exchange of witness statements;
  - (n) expert evidence;
  - (o) any other means by which the proceedings may be shortened;
  - (p) an estimate of the time required for the hearing;
  - (q) the right of representation; and
  - (r) whether an interpreter is required and, if so, for how long and for which languages.
- (3) Unless a dispute is settled, the parties must draw up and sign a minute setting out the facts on which the parties agree or disagree.
- (4) A minute in terms of subrule (3) may also deal with any other matter listed in subrule (2).

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- (5) The referring party must ensure that a copy of the pre-arbitration conference minute is delivered to the appointed arbitrator within five (5) days of the conclusion of the pre-arbitration conference.

#### **2.21 Notice of an arbitration**

The *Council* must give the parties at least twenty (20) days' notice, in writing, of an arbitration hearing, unless the parties agree to a shorter period.

#### **2.22 Determination of jurisdiction**

If during the arbitration proceedings it appears that a jurisdictional issue has not been determined, the arbitrator must require the referring party to prove that the *Council* has jurisdiction to arbitrate the dispute.

#### **2.23 Postponement of an arbitration**

- (1) An arbitration may be postponed-
  - (a) by agreement between the parties in terms of subrule (2); or
  - (b) by application and on notice to the other parties in terms of subrule (3).
- (2) The *Council* must postpone an arbitration without the parties appearing if-
  - (a) all the parties to the dispute agree in writing to the postponement; and
  - (b) the written agreement for the postponement is received by the *Council* more than five (5) days prior to the scheduled date of the arbitration.
- (3) If the conditions of subrule (2) are not met, any party may apply in terms of rule 31 to postpone an arbitration by delivering an application to the other parties to the dispute and filing a copy with the *Council* before the scheduled date of arbitration.
- (4) After considering the written application, the arbitrator may-
  - (a) without convening a hearing, postpone the matter; or
  - (b) convene a hearing to determine whether to postpone the matter.

### **RULES THAT APPLY TO CONCILIATIONS, ARBITRATIONS AND CON-ARBS**

#### **2.24 Venue of conciliations and arbitrations**

- (1) A dispute must be conciliated or arbitrated in the province or division in which the cause of action arose.
- (2) The *Council* within a province or division determines the venue for conciliation or arbitration proceedings.
- (3) The venue for national disputes shall be determined by the General Secretary.

## 2.25 Objections to a representative appearing before the Council

- (1) In the conciliation proceedings a party to the dispute may appear in person or be represented only by-
  - (a) a director or employee of that party; or
  - (b) any member, office bearer or official of the party's registered *Trade Union* or registered employers' organization.
  
- (2) In any arbitration proceedings-
  - (a) A party to the dispute may appear in person or be represented only by-
    - (i) a legal practitioner;
    - (ii) a director or employee of the party; or
    - (iii) any member, office-bearer or official of that party's registered *Trade Union* or a registered employers' organization.
  
  - (b) If the dispute being arbitrated is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or capacity, the parties, despite Section 138 (4) of the *Act*, are not entitled to be represented by a legal practitioner in the proceedings unless-
    - (i) the commissioner and all the other parties consent thereto;
    - (ii) the commissioner concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering-
      1. the nature of the questions of law raised by the dispute;
      2. the complexity of the dispute;
      3. the public interest; and
      4. the comparative ability of the opposing parties or their representatives to deal with the dispute.
  
  - (c) A person that acted as a conciliator at a conciliation hearing shall not be entitled to represent that person or party in that same dispute in the subsequent arbitration proceedings.
  
- (3) If a party to the dispute objects to the representation of another party to the dispute or the arbitrator suspects that the representative of a party does not qualify in terms of the *Act*, the arbitrator must determine this issue.
  
- (4) The arbitrator may call upon the representative to establish why the representative should be permitted to appear in terms of the *Act*.

- (5) A representative must tender any documents requested by the arbitrator, in terms of subrule (2), including constitutions, payslips, contracts of employment, documents and forms, recognition agreements and proof of membership of a *Trade Union* or employer's organization.

## 2.26 Joining or substitution of parties to proceedings

- (1) The arbitrator may join any number of persons as parties in proceedings if their right to relief depends on substantially the same question of law or fact.
- (2) An arbitrator may make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.
- (3) An arbitrator may make an order in terms of the subrule (2)-
- (i) of its own accord;
  - (ii) on application by a party; or
  - (iii) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.
- (4) An application in terms of this rule must be made in terms of rule 31.
- (5) When making an order in terms of subrule (2), an arbitrator may-
- (a) give appropriate directions as to the further procedure in the proceedings; and
  - (b) make an order of costs in accordance with these rules.
- (6) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the *Council* for an order substituting that party for an existing party, and an arbitrator may make such order or give appropriate directions as to the further procedure in the proceedings.
- (7) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.
- (8) Subject to any order made in terms of subrules (5) and (6), joinder or substitution in terms of this rule does not affect any steps already taken in the proceedings.

## 2.27 Correction of the citation of a party

If a party to any proceedings has been incorrectly or defectively cited, an arbitrator may, on application and on notice to the parties concerned, correct the error or defect.

## 2.28 Consolidation of disputes

The *Council* or an arbitrator, of its own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with in the same proceedings.

## 2.29 Disclosure of documents

- (1) The parties may agree on the disclosure of documents.
- (2) Either party may request an arbitrator to make an order as to the disclosure of relevant documents.

## 2.30 Failure to attend proceedings before the Council

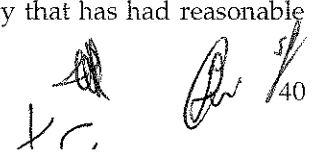
- (1) If a party to the dispute fails to attend or be represented at any proceedings before the *Council*, and that party-
  - (a) had referred the dispute to the *Council*, an arbitrator may dismiss the matter by issuing a written ruling; or
  - (b) had not referred the matter to the *Council*, the arbitrator may-
    - (i) continue with the proceedings in the absence of that party; or
    - (ii) adjourn the proceedings to a later date.
- (2) An arbitrator must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).
- (3) If a matter is dismissed, the *Council* must send a copy of the ruling to the parties.

## APPLICATIONS

### 2.31 Applications

- (1) This rule applies to any-
  - (a) application for condonation, joinder, substitution, variation or rescission;
  - (b) application in a jurisdictional dispute;
  - (c) other preliminary, in limine or interlocutory application.
- (2) An application must be brought on notice to all persons who have an interest in the application within ten (10) working days of a notice of conciliation issued by the *Council* or within ten (10) working days of a notice of arbitration issued by the *Council*.
- (3) The party bringing the application must sign the notice of application in accordance with rule 4 and must state-
  - (a) the title of the matter;
  - (b) the case number assigned to the matter by the *Council*;
  - (c) the relief sought;

- (d) the address at which the party delivering the document will accept delivery of all documents and proceedings;
  - (e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within ten days after the application has been delivered to it;
  - (f) that the application may be heard in the absence of a party that does not comply with sub-paragraph (e);
  - (g) that a schedule is included listing the documents that are material and relevant to the application.
- (4) The application must be supported by an affidavit. The affidavit must clearly and concisely set out-
- (a) the names, description and addresses of the parties;
  - (b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail to enable any person opposing the application to reply to the facts;
  - (c) a statement of legal issues that arise from the material facts, in sufficient detail to enable any party to reply to the document;
  - (d) grounds for condonation in accordance with rule 9, if the application is filed outside the relevant time period; and
  - (e) the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these rules, if the application is brought urgently.
- (5) (a) Any party opposing the application may deliver a notice of opposition and an answering affidavit within ten (10) days from the *day* on which the application was served on that party.
- (b) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by subrules (3) and (4) respectively.
- (6) (a) The party initiating the proceedings may deliver a replying affidavit within five (5) days from the *day* on which any notice of opposition and answering affidavit are served on it.
- (b) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.
- (c) An arbitrator may permit the affidavits referred to in this rule to be substituted by a written statement.
- (d) In an urgent application, an arbitrator –
- (i) may dispense with the requirements of this rule; and
  - (ii) may only grant an order against a party that has had reasonable notice of the application.

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- (7) (a) The *Council* must allocate a date for the hearing of the application once a replying affidavit is delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.
- (b) The *Council* must notify the parties of the date, time and place of the hearing of the application.
- (c) Applications may be heard on a motion roll.
- (8) Despite this rule, the *Council* or an arbitrator may determine an application in any manner it deems fit.

### **2.32 Variation or rescission of arbitration awards or rulings**

- (1) An application for the variation or rescission of an arbitration award or ruling must be made within ten (10) days of the date on which the applicant became aware of-
  - (a) the arbitration award or ruling; and
  - (b) a mistake common to the parties to the proceedings.
- (2) A ruling made by an arbitrator which has the effect of a final order, will be regarded as a ruling for the purposes of this rule.

### **2.33 Referral of a dismissal dispute to the Labour Court**

- (1) An application in terms of Section 191 (6) of the *Act* to refer a matter to the Labour Court, must be delivered-
  - (a) within ninety (90) calendar days of a certificate that the dispute has not been resolved being issued; or
  - (b) by a party that has not requested arbitration, within ten (10) days of the referral for arbitration being filed.
- (2) Despite subrule (1), a party that requests arbitration may not thereafter make an application in terms of Section 191 (6) of the *Act*.
- (3) The application must state the grounds on which a party relies in requesting that the dispute be referred to the Labour Court.
- (4) If any party to the dispute objects to the matter being referred to the Labour Court, that party must state the grounds for the objection within five (5) days of receipt of the application.
- (5) The *Council* must notify the parties of its decision in terms of Section 191 (8) of the *Act* within ten (10) days of receiving the objection.

## PRE-DISMISSAL ARBITRATION IN TERMS OF SECTION 188A OF THE ACT

### 2.34 Pre-dismissal arbitration in terms of Section 188A of the Act

- (1) An *employer* requesting the *Council* to conduct a pre-dismissal arbitration, must do so by delivering a completed prescribed *Council* pre-dismissal arbitration referral form to the *Council*. (Annexure "E9")
- (2) The employee must sign the prescribed *Council* form unless the employee has consented in terms of Section 188A (4)(b) of the *Act* to pre-dismissal arbitration in a contract of employment, in which case a copy of the contract must be attached to the form.
- (3) When filing the prescribed *Council* form the *employer* must pay the prescribed fee to the *Council*, and the payment method shall be by-
  - (a) bank guaranteed cheque; or
  - (b) electronic transfer into the bank account of the *Council*.
- (4) Within fifteen (15) days of receiving a request in terms of subrule (1) and payment of the prescribed fee, the *Council* must notify the parties to the pre-dismissal and the arbitration of when and where the pre-dismissal arbitration will be held.
- (5) Unless the parties agree otherwise, the *Council* must give the parties at least ten (10) days notice of the commencement of the pre-dismissal arbitration.

## GENERAL

### 2.35 Condonation for failure to comply with the rules

An arbitrator may condone any failure to comply with the time frames in these rules, on good cause shown.

### 2.36 Recordings of Arbitration proceedings

- (1) The *Council* must keep a record of-
  - (a) any evidence given in an arbitration hearing;
  - (b) any shown testimony given in any proceedings before the *Council*; and
  - (c) any arbitration award or ruling made by an arbitrator.
- (2) The record may be kept by legible hand-written notes or by means of an electronic recording.
- (3) A party may request a copy of the transcript of a record or a portion of a record kept in terms of subrule (2), on payment of the costs of the transcription.
- (4) After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the *Council*.

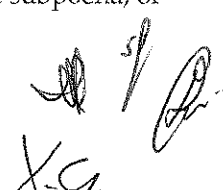
- (5) The transcript of a record certified as correct in terms of subrule (4) is presumed to be correct, unless the Labour Court decides otherwise.

### 2.37 Subpoena

- (1) Any party who requires the *Council* or an arbitrator to subpoena a person in terms of Section 142 (1) of the *Act*, must file a completed LRA Form 7.16 together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.
- (2) A party requesting the *Council* to waive the requirement for the party to pay witness fees in terms of Section 142(7)(c) of the *Act* must set out the reasons for the request in writing at the time of requesting the *Council* to issue a subpoena in respect of that witness.
- (3) An application in terms of subrule (1) must be filed with the *Council* at least ten (10) days before the arbitration hearing, or as directed by the arbitrator hearing the arbitration.
- (4) An arbitrator may refuse to issue a subpoena if-
- (a) the party does not establish why the evidence of the person is necessary;
  - (b) the party subpoenaed does not have a reasonable period in which to comply with the subpoena;
  - (c) the arbitrator is not satisfied that the party has made arrangements to pay the witness fees and the reasonable travel costs of the person subpoenaed.
- (5) A subpoena must be served on the witness subpoenaed-
- (a) by the person who has requested the issue of the subpoena or the Sheriff, at least five days before the scheduled date of the arbitration; and
  - (b) if so directed by the *Council*, accompanied by payment of the prescribed witness fees for one *day* in accordance with the tariff of allowances published by notice in the Government Gazette in terms of Section 142 (7) of the *Act* and the witnesses' reasonable travel costs.
- (6) Subrules 4 (c) and 5 (b) do not apply if the *Council* in terms of Section 142 (7) (c) of the *Act*, has waived the requirement to pay witness fees.

### 2.38 Payment of witness fees

- (1) A witness subpoenaed in any proceedings must be paid a witness fee in accordance with the tariff of allowances published by notice in the Government Gazette in terms of Section 142 (7) of the *Act*.
- (2) The witness fee must be paid by-
- (a) the party who requested an arbitrator to issue the subpoena; or



- (b) the *Council*, if the issue of the subpoena was not requested by a party or if the *Council* waives the requirement to pay witness fees in terms of Section 142 (7) (c) of the *Act*.
- (3) Despite subrule (1), the arbitrator may make an order as to costs in an arbitration, as regulated by Section 138 (10) of the *Act*.

### 2.39 Taxation of bills of cost

- (1) The basis on which an arbitrator may make an order as to costs in an arbitration, is regulated by Section 138 (10) of the *Act*.
- (2) The General Secretary or his nominee may appoint taxing officers to perform the functions of a taxing office in terms of these rules.
- (3) The taxing officer must tax any bill of costs for services rendered in connection with proceedings in the *Council* on Schedule A of the prescribed Magistrate's Court *Act* No 32 of 1944, unless the parties have agreed to a different tariff.
- (4) At the taxation of any bill of costs, the taxing officer may call for any book, document, paper or account that, in the taxing officer's opinion, is necessary to properly determine any matter arising from the taxation.
- (5) Any person requesting a taxation must complete LRA Form 7.17 and must satisfy the taxing officer-
  - (a) of that party's entitlement to be present at the taxation; and
  - (b) that the party liable to pay the bill has received notice of the date, time, and place of the taxation.
- (6) Despite subrule (4), notice need not be given to a party-
  - (a) who failed to appear or to be represented at the hearing; or
  - (b) who consented in writing to the taxation taking place in that party's absence.
- (7) Any decision by a taxing officer is subject to review by the Labour Court.

### 2.40 Certification and enforcement of arbitration awards

- (1) An application to have an arbitration award certified based on information should contain the information in LRA Form 7.18 A in respect of an award conducted under the auspices of the *Council*.
- (2) Any arbitration award that has been certified in terms of Section 143 of the *Act* that orders the payment of an amount of money, may be executed by using:
  - (a) the warrant of execution in the LRA Form 7.18 A; or
  - (b) the warrant of execution prescribed in the Rules for the Conduct of Proceedings in the High Court.



- (3) For the purposes of subrule (2), an arbitration award includes an award of costs in terms of Section 138 (10) of the *Act*, a taxed bill of costs in respect of an award of costs and an arbitration fee charged in terms of Section 140 (2) of the *Act*.

#### **2.41 Conciliation and Arbitration Fees**

- (1) Any party or parties that fails or fail to request for a postponement timeously, as stipulated in rule 2.23 above, shall be liable for the fees of the arbitration, including any other incidental costs arising from the convening of the arbitration.
- (2) The arbitrator is required to rule on frivolous or vexatious postponements.
- (3) The *Council* shall pay for a maximum of three (3) days of arbitration only. If the same arbitration exceeds three (3) days, the disputing parties shall be jointly/and equally responsible for the arbitration fees in excess of three (3) days, unless the arbitrator determines otherwise.
- (4) Any party to a conciliation or arbitration proceeding, who does not comply with any rule in Part D, shall bear the costs of the *Council*, due to any postponement or delay of the conciliation or arbitration hearing.



## PART E. EXEMPTIONS FROM NON-WAGE COLLECTIVE AGREEMENTS OF THE COUNCIL

### 1. Applications

- 1.1 Any *Party* or person bound by a collective agreement concluded under the auspices of the *Council* or which binds the *Parties* to the *Council*, shall be entitled to apply for exemption from any provision of the said collective agreement.
- 1.2 An application for exemption from any provision of the collective agreement shall be lodged in writing on the prescribed form and shall be lodged with the General Secretary of the *Council*, and the applicant shall serve a copy of the application as follows:
  - 1.2.1 In the case of a *Trade Union* or employee applying for exemption from a collective agreement, submit a copy of the exemption application to *SALGA* and the relevant municipality affected by the application.
  - 1.2.2 In the case of *SALGA* and/or a *Municipality* applying for exemption from a collective agreement, forward the exemption application to the national and local offices of *IMATU* and *SAMWU*.
- 1.3 The application for exemption shall contain:
  - 1.3.1 all material details of the applicant;
  - 1.3.2 the exact provisions of the collective agreement from which the applicant seeks exemption; and
  - 1.3.3 detailed grounds on which such exemption is sought, which grounds should *inter alia* include the criteria specified in clause 3.4 below.
- 1.4 The *Parties* referred to in clauses 1.2.1 and 1.2.2, as the case may be, shall be afforded fifteen (15) days to submit a response to the application for exemption to the General Secretary of the *Council*. The *Party* shall also be obliged to submit the response to the applicant for exemption.
- 1.5 The applicant may elect to reply to the response referred to in clause 1.4 above. Should the applicant elect to reply to the response, then the applicant must submit its reply within ten (10) days to the General Secretary and the other parties to the exemption application as set out in clauses 1.2.1 or 1.2.2 as the case may be.

### 2. National Exemption Committee

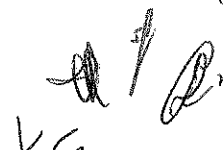
- 2.1 The National Exemption Committee, constituted in terms of clause 2.4 below, shall consider all applications for exemption and may, subject to clause 2.3 below, and on giving reasons therefore, grant exemption from any conditions and for any period it considers appropriate. The ruling of the National Exemption Committee shall be reduced to writing and shall be signed by its Chairperson or his or her nominee.
- 2.2 In the event that the National Exemption Committee cannot reach consensus on the application for exemption or in the event that a person or party feels aggrieved by its decision, that person or party may appeal, in writing, against the decision of the National

Exemption Committee. Such an appeal must be lodged by not later than fifteen (15) days after the aggrieved party has received the written ruling of the National Exemption Committee referred to in clause 2.1 above. The appeal shall consist of a notice of appeal and the grounds of appeal. The notice and grounds of appeal must also be submitted to the other *Parties* to the exemption application as well as the General Secretary of the *Council*. The respondent(s) in the appeal shall have a further fifteen (15) days to respond to the notice and grounds of appeal. The respondent must submit the response to the appellant and the General Secretary of the *Council*. The appellant in turn shall have a further ten (10) days to reply to the response of the respondent and the reply must be submitted to the other *Parties* to the appeal as well as the General Secretary of the *Council*.

- 2.3 Having made a decision to grant or refuse an exemption application, the National Exemption Committee shall advise the applicant, respondents and the *Council* within fifteen (15) days of its decision, giving full reasons for the decision.
- 2.4 The National Exemption Committee shall consist of three (3) *SALGA* representatives, two (2) *SAMWU* representatives and one (1) *IMATU* representative.
- 2.5 The National Exemption Committee shall consider exemption applications in a manner that is fair and transparent and applications shall be determined as expeditiously as possible, which may include the hearing of evidence and arguments.
- 2.6 The National Exemption Committee shall be constituted on an ad hoc basis and shall be appointed by the *Council* from time to time. *Parties* to the *Council* shall appoint their own representatives to the National Exemptions Committee.

### 3. Independent Exemptions Board

- 3.1 The appeal referred to in clause 2.2 above as well as those matters that could not be determined due to a lack of consensus, shall be heard by an Independent Exemptions Board consisting of an arbitrator appointed from the national panel of arbitrators of the *Council*.
- 3.2 The decision of the arbitrator, referred to in clause 3.1 above, shall be final and binding.
- 3.3 The *Council* may apply to the Independent Exemption Body to withdraw a certificate of exemption granted to a party or non-party to this agreement.
- 3.4 When considering an application for exemption or an application for the withdrawal of a certificate of exemption by the *Council*, the National Exemption Committee shall take into account the following (the order not indicating any form of priority):
  - 3.4.1 any written and/or verbal substantiation provided by the applicant;
  - 3.4.2 fairness to the employer, its employees and other employers and the employees in the industry;
  - 3.4.3 whether an exemption, if granted would undermine this agreement or the collective bargaining process;
  - 3.4.4 unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof;
  - 3.4.5 whether a budgetary provision was made for implementation of the obligation arising out of the collective agreement;



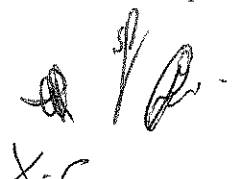
- 3.4.6 the infringement of basic conditions of employment rights;
- 3.4.7 the fact that a competitive advantage might be created by exemption;
- 3.4.8 comparable benefits or provisions where applicable;
- 3.4.9 the applicant's compliance with other statutory requirements such as the Compensation for Occupational Injuries and Diseases Act 130 of 1993, Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998, Skills Development Act 97 of 1998, Skills Development Levies Act 9 of 1999, or Unemployment Insurance Act 63 of 2001; or
- 3.4.10 any other factor which is considered appropriate.

4. The *Council* shall issue a certificate of exemption to an applicant whose application for exemption was successful setting out:

- 4.1 the applicant's name;
- 4.2 the provisions of the agreement from which exemption has been granted;
- 4.3 the conditions relating to the exemption; and
- 4.4 the period for which the exemption shall operate.

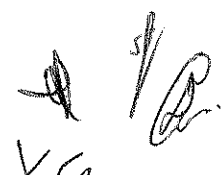
## PART F. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

1. Despite any other provision in the *Act*, the *Council* shall monitor and enforce compliance of this collective agreement in terms of Section 33A of the *Act*.
2. The General Secretary or his appointed designated agent may in keeping with the *Council* Constitution, 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.
3. The *Council* may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the *Council*.
4. If a party to an arbitration in terms of Section 33A of the *Act* is not a *Party* to the *Council*, and objects to the appointment of an arbitrator in terms of clause 3, the *Commission*, on request by the *Council*, must appoint an arbitrator.
5. If an arbitrator is appointed in terms of clause 4 above-
  - 5.1 the *Council* remains liable for the payment of the arbitrator's fee; and
  - 5.2 the arbitration is not conducted under the auspices of the *Commission*.
6. An arbitrator conducting an arbitration in terms of Section 33A of the *Act* has the powers of a commissioner in terms of Section 142 of the *Act*, read with the changes required by the context.
7. Section 138 of the *Act*, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A of the *Act*.
8. An arbitrator acting in terms of Section 33A of the *Act* may determine any dispute concerning the interpretation or application of a collective agreement.
9. An arbitrator conducting an arbitration in terms of Section 33A of the *Act* may make an appropriate award, including-
  - 9.1 ordering any person to pay any amount owing in terms of a collective agreement;
  - 9.2 imposing a fine for a failure to comply with a collective agreement;
  - 9.3 charging a party an arbitration fee;
  - 9.4 ordering a party to pay the costs of the arbitration;
  - 9.5 confirming, varying or setting aside a compliance order issued by the General Secretary; or his appointed designated agent in accordance with clause 2;
  - 9.6 any award contemplated in Section 139 (9) of the *Act*.
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 55 of 1975, unless the arbitration award provides otherwise.



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11. An arbitration award in an arbitration conducted in terms of Section 33A of the *Act* is final and binding and may be enforced in terms of Section 143 of the *Act*.
12. If an *employer* upon whom a fine has been imposed in terms of this Section files an application to review and set aside an award made in terms of clause 7, any obligation to pay a fine is suspended pending the outcome of the application.

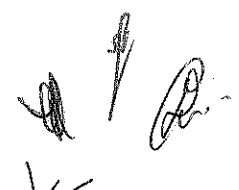
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## PART G. DISPUTES ABOUT THE APPLICATION OR INTERPRETATION OF THIS AGREEMENT

1. Any person or *Party* may refer a dispute about the application or interpretation of this collective agreement, to the General Secretary of the *Council*.
2. The General Secretary in the event of a dispute not being resolved-
  - 2.1 must appoint a conciliator from the national panel of conciliators, (doing so as far as possible on a rotational basis) or if the dispute remains unresolved;
  - 2.2 refer the dispute to arbitration in terms of the Constitution of the *Council*.
3. If a conciliator is appointed, the General 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.
4. If the dispute is referred to arbitration, the General Secretary shall appoint an arbitrator from the national panel of arbitrators, doing so as far as possible on a rotational basis.
5. The General Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.
6. The arbitrator shall –
  - 6.1 endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and
  - 6.2 if the dispute remains unresolved, resolve the dispute through arbitration.
7. The arbitrator may make any appropriate arbitration award in terms of the *Act* that gives effect to the collective agreement.

## PART H. AMENDMENT OF THIS AGREEMENT

1. Any *Party* to this Agreement seeking a substantive amendment to this Agreement must submit the proposed amendment, in writing, at least twelve (12) months prior to the Agreement expiring, to the General Secretary of the *Council*.
2. The General Secretary shall table the proposed amendment to the Executive Committee of the *Council* 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 amendment.
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* or read with the relevant provisions of the Constitution of the *Council*.
4. If the *Parties* are unable to conclude the negotiations in respect of the amendment proposed as per clause 1 above, this Agreement will continue to be in force and effect until such time the *Parties* have concluded and signed off a new agreement read with the relevant provisions of the Constitution of the *Council*.

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## PART I. REPEAL OF EXISTING AGREEMENTS

1. This Agreement replaces the following agreements:
  - 1.1 Bargaining Levels Collective Agreement dated 5 November 2003;
  - 1.2 Data Bank Collective Agreement dated 5 November 2003;
  - 1.3 Collective Agreement on Conditions of Service dated 29 December 2003;
  - 1.4 Collective Agreement on Rules for the Conduct of Proceedings before the *Council* dated 3 February 2004;
  - 1.5 Levies Collective Agreement dated 11 February 2003;
  - 1.6 Grievance Procedure Collective Agreement dated 5 November 2003;
  - 1.7 Agency Shop Agreement dated 11 February 2003.

## PART J. DEFINITIONS

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 a contrary intention appears, words importing the masculine gender shall include the feminine, and vice versa.
2. 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*.
3. "*Accredited medical scheme*" means a medical scheme approved by the *Council*;
4. "*Act*" means the Labour Relations Act, No. 66 of 1995, as amended;
5. "*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;
6. "*Casual Employee*" means an employee who works full-time or part-time for a specified or unspecified time;
7. "*Commission*" means the *Commission* for Conciliation, Mediation and Arbitration;
8. "*Council*" means the South African Local Government Bargaining *Council*;
9. "*Central Council*" means the *Council* excluding the divisions;
10. "*Day*" means Monday to Friday, excluding public holidays, unless indicated otherwise by the context;
11. "*Designated Essential Services*" The following categories of services designated as essential in terms of Government Gazette No. 18276 of 12 September 1997:
  - 11.1 municipal traffic services and policing;
  - 11.2 municipal health;
  - 11.3 municipal security;
  - 11.4 the supply and distribution of water;
  - 11.5 the generation, transmission and distribution of power;
  - 11.6 fire fighting;
  - 11.7 the following parts of sanitation services:
    - 11.7.1 the maintenance and operation of water-borne sewerage systems, including pumping stations and the control of discharge of industrial effluent into the system;
    - 11.7.1 the maintenance and operation of sewage purification works;
    - 11.7.2 the collection of refuse of an organic nature;
    - 11.7.3 the collection of refuse left uncollected for 14 (fourteen) days or longer, including domestic refuse and refuse on public roads and open spaces; and
  - 11.8 the following health related services inclusive of their support services in the public sector designated as

*essential services* in Government Gazette 18761 of 27 March 1998 and which may be found within the local government undertaking;

11.8.1 emergency health services and the provision of emergency health facilities to the community or part thereof;

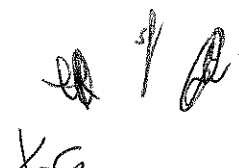
11.8.2 nursing; and

11.8.3 medical and paramedical services.

12. "*District Council*" means a district *Municipality* as defined in the Municipal Structures Act, 117 of 1998;
13. "*Division of the Council*" shall be the following regional structures of the *Council*:
- 13.1 Cape Metropolitan;
  - 13.2 Eastern Cape;
  - 13.3 eThekweni Metropolitan;
  - 13.4 Free State;
  - 13.5 Gauteng;
  - 13.6 Johannesburg Metropolitan;
  - 13.7 KwaZulu-Natal;
  - 13.8 Limpopo;
  - 13.9 Mpumalanga;
  - 13.10 Northern Cape;
  - 13.11 North-West;
  - 13.12 Tshwane Metropolitan;
  - 13.13 Western Cape
14. "*Emergency Personnel*" shall be Fire, Police, Traffic Officers and Ambulance staff only;
15. "*Employer or Employers*" refers to employers within the registered scope of the *Council*;
16. "*Essential service*" shall be a service, the interruption of which endangers the life, personal safety or health of the whole or any part of the population;
17. "*Executive Committee*" means the Executive Committee of the Central *Council* of the *Council*;
18. "*Exemption Appeal*" means an appeal arising from an application for exemption from any provision of this agreement;
19. "*Freedom of Association*" means the opportunity of an employee to exercise the right to join an accredited scheme of his choice;
20. "*Grievance*" means a complaint by an employee or group of employees against another employee and/or any *Act* or omission of the *employer* which adversely affects an employee in the employment relationship excluding an unfair dismissal, a written allegation of misconduct, or any other dispute which is regulated by a separate procedure in this agreement;
21. "*Geographic Location*" shall refer to the geographical boundary of the *employer* (*Municipality*) for the purpose of defining the shop steward constituency;

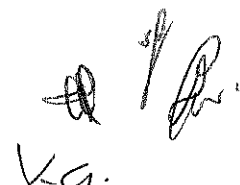
22. "Local Government Undertaking" means the undertaking in which the employer and employees are associated for the institution, continuance or finalisation of any act, scheme or activity undertaken by a *Municipality* and by municipal entities as established in terms of the Local Government Municipal Systems Act (32 of 2000);
23. "Non-health Expenditure Costs" are the costs incurred in the administration of a medical scheme and consist of amongst other things of the following:
- 23.1 Fees and disbursements paid to trustees;
  - 23.2 Fees and disbursements paid to a third party medical scheme administrator for the administration of the medical scheme;
  - 23.3 Administration and consulting contracts with advisors to the members, which advisors are not the contracted medical scheme administrator;
  - 23.4 Marketing and advertising costs;
  - 23.5 Staff remuneration;
  - 23.6 Actuarial services;
  - 23.7 Legal fees;
  - 23.8 Consultancy fees;
  - 23.9 Fees and disbursements to the auditors;
  - 23.10 Principal Officer fees;
  - 23.11 Management care: Management services;
  - 23.12 Broker fees;
  - 23.13 Reinsurance surplus/deficit;
  - 23.14 Impaired receivables recovered;
  - 23.15 Impaired receivables written off;
  - 23.16 Provision for impaired receivables.
24. "IMATU" means the Independent Municipal and Allied *Trade Union*;
25. "Local Labour Forum" means a forum or forums established to deal with matters at *workplace* level;
26. "Medical practitioners" means all practitioners as defined by the Health Professions *Council* of South Africa (Medical and Dental Practitioners);
27. "MSA" means the Medical Schemes Act, 131 of 1998;
28. "Minimum Service Agreements" means those agreements concluded in terms of the *Act* that provide for a fixed number of staff to provide *essential services* while the remaining staff within that service are entitled to take industrial action;
29. "Municipality" means a metropolitan, local or district *Municipality* established in terms of the Municipal Structures Act;
30. "Office Bearer" means the elected president, deputy president, vice-president, chairperson, vice-chairperson, treasurer or secretary of the *Trade Unions*;
31. "Official" means a full-time employee of *IMATU*, *SAMWU* or *SALGA*;
32. "Party or Parties" means *IMATU*, *SALGA* and *SAMWU*;

33. "Representative trade union" means the *Trade Union* parties to this agreement, *IMATU* and *SAMWU*;
34. "SALGA" means the South African Local Government Association;
35. "SAMWU" means the South African Municipal Workers' Union;
36. "Seasonal Employee" means an employee who is employed to work a full season, of not less than a continuous period of six months and who should qualify for all benefits in terms of these conditions, except housing and pension benefits; (eg. pool attendant, grass cutters.)
37. "Senior Management" shall be those employees employed as a municipal manager, deputy municipal manager, executive director, head of department, deputy head of department and director or such post as determined by the relevant Division of the *Council*;
38. "Shop steward" means a *Trade Union* representative as defined in the *Act*;
39. "Shop stewards' committee" means all the shop stewards of either *SAMWU* or *IMATU* at a *workplace*;
40. "Temporary Employee" means an employee appointed full-time or part-time for a maximum period of twelve (12) months to undertake and complete a specified task;
41. "Threshold of Representativeness" means a *Trade Union* that has a membership equivalent to not less than 15% of the total number of employees within the registered scope of the *Council*;
42. "Trade union" means either *IMATU* or *SAMWU* and *Trade Unions* means *IMATU* and/or *SAMWU*;
43. "Workplace" means an employer;
44. "Year" means the period 1 January to 31 December unless indicated otherwise by the context.

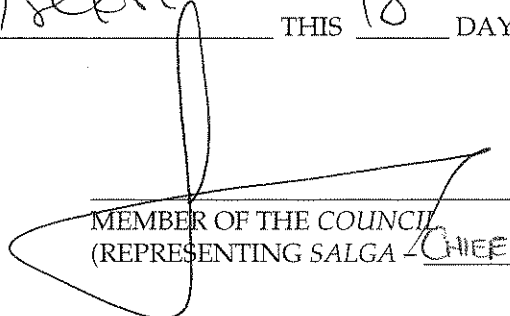
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**PART K. APPLICATION OF *COUNCIL* COLLECTIVE AGREEMENTS TO MUNICIPAL MANAGERS AND THOSE MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS IN TERMS OF SECTION 57 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT 32 OF 2000**

Municipal Managers and those managers directly accountable to municipal managers in terms of section 57 of the Local Government: Municipal Systems Act 32 of 2000 shall be excluded from all collective agreements concluded under the auspices of the *Council* unless expressly indicated otherwise in a specific collective agreement.

Handwritten initials and a signature in the bottom right corner of the page.

SIGNED BY THE PARTIES AT Pretoria THIS 18 DAY OF June 2007.



MEMBER OF THE COUNCIL  
(REPRESENTING SALGA - CHIEF EXECUTIVE OFFICER)



MEMBER OF THE COUNCIL  
(REPRESENTING IMATU - PRESIDENT)



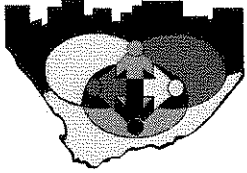
MEMBER OF COUNCIL  
(REPRESENTING SAMWU - President)



GENERAL SECRETARY OF THE  
COUNCIL - S GOVENDER

# ANNEXURES

ANNEXURE "A" (MEDICAL AID)

	<h2 style="margin: 0;">SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL</h2>			
<h1 style="margin: 0;">COMPLAINT FORM</h1> <h3 style="margin: 0;">BREACH OF MEDICAL AID COLLECTIVE AGREEMENT CODE OF CONDUCT</h3>				
<p><b>TICK THE CORRECT BOX</b> <input checked="" type="checkbox"/></p> <p><b>Where does this form go?</b></p> <p>To the General Secretary of the Council at</p> <p>Private Bag X 12 Westville 3630</p> <p><b>What will happen to the complaint?</b></p> <p>The General Secretary of the Council shall refer the complaint to an ombudsperson, who shall hear the complaint.</p>	<b>A) CONTACT DETAILS OF COMPLAINANT</b>			
	Name:			
	Postal Address:			
	Tel:	Fax:		
	e-mail:	Cell:		
	As the complainant are you?			
	<input type="checkbox"/>	Employer		
	<input type="checkbox"/>	A Member of a Medical Scheme	<input type="checkbox"/>	An Accredited Medical Scheme
	<input type="checkbox"/>	A Trade Union	<input type="checkbox"/>	A Pensioner Member of Medical Scheme
	<b>B) CONTACT DETAILS OF RESPONDENT</b>			
	Name:			
	Postal Address:			
	Tel:		Fax:	
	e-mail:		Cell:	
	The respondent is:			
<input type="checkbox"/>	Employer	<input type="checkbox"/>	A Member of a Medical Scheme	
<input type="checkbox"/>	An Accredited Medical Scheme	<input type="checkbox"/>	A Pensioner Member of Medical Scheme	
<input type="checkbox"/>	A Trade Union	<input type="checkbox"/>		
<b>C) NATURE OF THE COMPLAINT</b>				
The complaint is about: (tick the appropriate box)				
Unfair conduct by the medical scheme		Unfair conduct by the employer or Trade Union		
<input type="checkbox"/>	Not acting in the best interest of the medical scheme member.	<input type="checkbox"/>	Influencing or promoting the choice of accredited scheme.	
<input type="checkbox"/>	Commitments not fulfilled by the medical scheme.	<input type="checkbox"/>	Preferential treatment to a single scheme/s	
<input type="checkbox"/>	Discrediting another accredited scheme.	<input type="checkbox"/>	Preventing employees from exercising the freedom to choose an accredited scheme.	



	Promotion of benefits options not approved by the Registrar of Medical Schemes.		Accepting incentives from medical schemes.
	Unfair and inaccurate presentation of medical scheme benefits to new members.		Payment of medical aid subsidy.
	Provision of incentives to local government employees to expedite application forms.		Other
Other: Please specify the exact detail of the complaint (attach separate sheet if necessary):			
<b>D) DATE COMPLAINT AROSE</b>			
The complaint arose:			Y   Y   Y   Y   M   M   D   D
The dispute arose where: (Give the City/Town/Municipality)			
<b>E) NATURE OF RELIEF SOUGHT</b>			
Please specify the nature of relief sought from the Council appointed ombudsperson:			

**Undertaking:**

I/We, The undersigned, hereby undertake to pay the Council, the costs of the hearing of the ombudsperson and any other related costs of the hearing provided that the application is unsuccessful.

**NB:** The recovery of costs from the accredited schemes will be recovered from the deposit, and as per their undertaking in the application for accreditation.

SIGNED BY COMPLAINANT AT \_\_\_\_\_ THIS \_\_\_\_\_

DAY \_\_\_\_\_ OF 20\_\_\_\_.


\_\_\_\_\_  
(Signature)

## ANNEXURE "B1"

## SAMWU BRANCHES

PROVINCE	BRANCH	TOTAL
EASTERN CAPE	1. Nelson Mandela Metro 2. O.R. Tambo 3. Pinky Ntsangani 4. Chris Hani 5. Amatola	5
GAUTENG	1. East Rand Branch 2. Greater Pretoria Extended Metro Branch 3. Greater Vaal 4. Greater JHB Metro Branch 5. West Rand	5
NORTHERN PROVINCE	1. Northern Branch 2. Far North Branch 3. Southern Branch	3
WESTERN CAPE	1. Cape Metro Branch 2. Boland 3. Garden Route/Karoo 4. North West	4
KWAZULU-NATAL	1. South Coast 2. North Coast 3. Midlands Branch 4. Ethekewini Metro Branch 5. Pietermaritzburg	5
NORTHERN CAPE	1. Upnam 2. Decarna 3. Kimkuru	3
FREE STATE	1. S.M. Pule 2. Thabo Mafutsanyana 3. Lejweleputsa 4. Mongwame	4
MPUMALANGA	1. Highveldridge Branch 2. Highveld Branch 3. South East Highveld Branch 4. Lowveld Branch	4
NORTH WEST	1. Southern Branch 2. Mafikeng 3. Northern Branch	3
<b>TOTAL BRANCHES</b>		<b>36</b>

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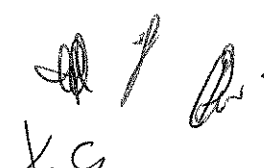


## ANNEXURE "B2"

## IMATU SUB-REGIONS

PROVINCE	SUB-REGIONS	TOTAL
EASTERN CAPE	1. Port Elizabeth 2. DC 12, DC 15 3. DC 13, DC 14 4. DC 10	4
FREE STATE	1. DC 16, DC 17 2. DC 18, DC 20 3. DC19	3
GAUTENG	1. Johannesburg 2. Pretoria 3. East Rand 4. DC 41 5. DC 42 6. CBD C2b	6
KWAZULU-NATAL	1. Durban 2. DC 22, DC 23, DC 24, DC 25 3. CBDC5, DC 21 4. DC 26, DC 27, DC 28, DC 29	4
MPUMALANGA	1. DC 30 2. DC 31, CBDC 3b 3. DC 32	3
NORTH WEST	1. DC 37 2. DC 38, DC 39 3. DC 40	3
NORTHERN CAPE	1. DC 6 2. DC 7, DC 9 3. DC 8	3
LIMPOPO	1. DC 33, CBDC 3a, CBDC 4a 2. DC34, DC 35 3. DC 36	3
WESTERN CAPE	1. Cape Metro 2. DC 1, DC 2 3. DC 3 4. DC 4 5. DC 5	5
<b>TOTAL SUB-REGIONS *</b>		<b>34</b>

\* The sub-regions herein are those that are described in Government Gazette 20764 of 24 December 1999, Notice 2989 of 1999.



K.C.

ANNEXURE "B3"

**DECLARATION BY FULL-TIME  
SHOP STEWARD**

As agreed between ..... and .....

As *Parties* to the agreement which brought me to office, I .....

(full name) ..... (pay number) duly elected full-time Shop Steward, hereby agree and undertake to carry out my duties as full-time Shop Steward in conformity with the provisions of all agreements between the two *Parties* in Annexure "B" of the Organisational Rights Agreement.




Dated at ..... this

..... day of .....

\_\_\_\_\_  
FULL-TIME SHOP STEWARD

\_\_\_\_\_  
WITNESS (TRADE UNION)

\_\_\_\_\_  
WITNESS (MANAGEMENT)

X-G.   

ANNEXURE "C" (GRIEVANCE PROCEDURE)

**Fit Letterhead of Municipality**

**GRIEVANCE FORM**

NAME OF DEPARTMENT:

**PERSONAL DETAILS**

To be completed by employees  
(If more than one employee, attach separate sheet)

Name of Employee (*Print*):

Employee No.:

Nature of Grievance:

Desired Solution:

Signature of Employee:

Date:

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

**STEP 1**

To be completed by immediate superior within 5  
days of receipt of grievance

Name (*Print*):

Date Received:

Results of Discussions with Employee:

Signature of Immediate Superior:

Date:

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

Comments of Employee:

Signature of Employee:

Date:

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

*Cut / Tear Along Dotted Line*

**CONFIRMATION OF RECEIPT OF GRIEVANCE FORM**

To be completed by  
Immediate Superior  
and handed to  
Aggrieved Employee

Name (*Print*):



Service No.:

Name of Immediate Superior:

Signature:

Date:

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

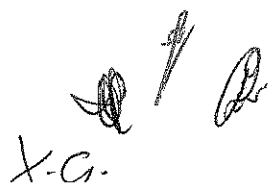
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## STEP 2

To be completed by the Head of Department or Nominee Within 5 days of receipt	Name (Print):											
	Date Received:											
	Results of Grievance Investigation and Decision of Head of Department or Nominee:											
	Signature of Head of Department or Nominee:		Date:	C	C	Y	Y	M	M	D	D	
	Comments of Employee:											
	Signature of Employee:		Date:	C	C	Y	Y	M	M	D	D	
Name of Shop Steward or Union Official:												
Signature of Shop Steward or Union Official:		Date:	C	C	Y	Y	M	M	D	D		

## STEP 3

To be completed by Municipal Manager or Nominee within 5 days of receipt	Name (Print):											
	Date Received:											
	Results of Grievance Investigation and Decision of Municipal Manager or Nominee:											
	Signature of Municipal Manager or Nominee:		Date:	C	C	Y	Y	M	M	D	D	
Name of Shop Steward or Union Official:												
Signature of Shop Steward or Union Official:		Date:	C	C	Y	Y	M	M	D	D		

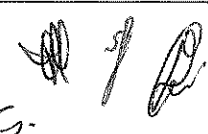

  
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ANNEXURE "D" (DATA BANK – MUNICIPAL DATA)


**Schedule A**  
**DATA SPECIFICATION FOR EXTRACTION OF SALARY INFORMATION**

The following is a data specification for the extraction of digital information for the establishment of the labour relations database for the *Council*.

Item No	FieldName	Data Type	Field Size	Format	Description
1	LGCode	String	20	XXXXXXXXXXXXXXXXXXXXX X	The code of the <i>Municipality</i> employing the employee (assigned by Municipal Demarcation Board)
2	EmployeeNumber	String	10	XXXXXXXXXX	Payroll reference number of employee.
3	IDNumber	String	13	XXXXXXXXXXXXX	Employees ID number
4	Date_Birth	Date	10	DD/MM/YYYY	Date of Birth
5	PopGrp	String	1	X	Population group of employee where : A = African      C = Coloured I = Indian      W = White O = Other
6	MaritalStatus	String	1	X	Marital Status of employee where : M = Married      S = Single D = Divorced      X = Unknown W = Widow/Widower
7	Gender	String	1	X	Gender of employee where : F = Female   M = Male   X = Unknown
8	Dependants	Number	2	99	Number of dependants of employee
9	Date_Entry_Service	Date/Time	10	DD/MM/YYYY	Date of entry of employee into municipal service
10	Condition_of_Service	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX	Applicable condition of service for the employee.
11	Division	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX	The primary division in which the employee works. Eg. Water, Electricity, Corporate Services, Fire, Traffic etc
12	Current_Department	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX	The department within a division that employs the individual. Eg. Information Technology, Human Resources, Public Relations, Valuations etc.
13	Designation	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX	The position/job title of the employee, eg. Manager, Clerk, Cashier, Fire Chief etc.
14	Position_Level	String	5	XXXXX	Position Level/ Grade of the employee.
15	TradeUnionName	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX	Name of <i>Trade Union</i> that employee belongs to
16	Employee_Status	String	1	X	Status of the employee where : P = Permanent      T = Temporary C = Contractor      U = Unknown
17	Work_Time	String	1	X	Daily work time of employee where : P = Part day      F = Full day      U=Unknown
18	Pay_Frequency	String	1	X	Frequency of payment o employee where : M = Monthly      W = Weekly F = Fortnightly      U = Unknown
19	Weekly_working_hours	Number	5	99.99	Total working hours of employee per week. Format hours and decimals of hours, e.g. 38.70.
20	Leave_Day_Type	String	1	X	Specifies how annual and sick leave days are interpreted. Where C = Calendar days 5 = Days (iro a 5 day work week) 6 = Days (iro a 6 day work week)
21	Annual_Leave	Number	2	99	Number of leave days per <i>Year</i> that the employee is entitled to per annum.
22	Accumulated_Days	Number	6	999.99	The number of leave days accumulated leave to date.

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Item No	FieldName	Data Type	Field Size	Format	Description
23	Pension_Fund_Name	String	6	XXXXXX	Name of the Pension, Provident or Retirement Fund to which the member belongs (see Attached List)
24	Med_Aid_Name	String	30	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	Name of the medical aid to which the employee belongs.
25	Med_Aid_Option	String	30	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	Medical Aid Option to which the member belongs.
26	Annual_Base_Pay	Number	6	999999	Annualised base pay of employee.
27	Annual_Pensionable_Pay	Number	6	999999	Annualised pensionable emolument/pay.
28	Annual_Bonus	Number	5	99999	Annual bonus payable to the employee
29	TradeUnionContribution	Number	6	999.99	Contribution deducted from monthly pay and paid to the union
30	Pen_Employer_Contribution	Number	7	9999.99	Employer contribution to the Pension, Provident or Retirement Fund to which the employee belongs
31	Pen_Employee_Contribution	Number	7	9999.99	Employee contribution to the Pension, Provident or Retirement Fund to which the employee belongs
32	Life_Employer_Contribution	Number	7	9999.99	Employer contribution to a Separate Group Life Assurance arrangement (i.e. not part of the Retirement Fund)
33	Life_Employee_Contribution	Number	7	9999.99	Employee contribution to a Separate Group Life Assurance arrangement (i.e. not part of the Retirement Fund)
34	MedAid_Employer_Contrib	Number	7	9999.99	Total employer contributions to medical aid (including any contributions towards free medical aid).
35	MedAid_Employee_Contrib	Number	7	9999.99	Employee contribution to medical aid (excluding free medical aid contribution).
36	Executive_Car_Scheme	Number	8	99999.99	Car allowance for those who have "executive cars". They receive permanent allowances and are expected to use their car for business purposes
37	Housing_Subsidy_Allowance	Number	7	9999.99	Monthly housing subsidy or allowance paid by the employer
38	Acting_Allowance	Number	7	9999.99	Acting allowance paid in the last month
39	Shift_Allowance	Number	7	9999.99	Regular shift allowance paid in the last month.
40	Stand_by_Allowance	Number	7	9999.99	Regular stand-by allowance paid in the last month.
41	Overtime	Number	7	9999.99	Amount paid last month as overtime
42	Fire_Allowance	Number	7	9999.99	Fire & Rescue Services monthly operational allowance (iro operational or non-operational, see FRONo).
43	Other_Allowances	Number	7	9999.99	Any other allowances paid to the employee in the last month.
44	FRONo	String	1	X	O = Operational Fire & Rescue Services N = Non-operational Fire & Rescue Services blank = n/a.

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**Schedule B**  
**DATA SPECIFICATION FOR UNION/LEVY INFORMATION**

Item No	FieldName	Data Type	Field Size	Format	Description
1	LGCode	String	20	XXXXXXXXXXXXXXXXXXXXX	The code of the <i>Municipality</i> employing the employee (assigned by Municipal Demarcation Board)
2	EmployeeNumber	String	10	XXXXXXXXXX	Payroll reference number of employee.
3	IDNumber	String	13	XXXXXXXXXXXX	Employees ID number
4	EmployeeName	String	30	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	Name of Employee
5	SAMWUContribution	Number	6	999.99	Contribution deducted from monthly pay and paid to <i>SAMWU</i>
6	IMATUContribution	Number	6	999.99	Contribution deducted from monthly pay and paid to <i>IMATU</i>
7	OTHERContribution	Number	6	999.99	Contribution deducted from monthly pay and paid to <i>OTHER</i> unions
8	CouncilLevy	Number	6	999.99	Contribution for <i>Council</i> Levies
9	AgencyFees	Number	6	999.99	Contribution for Agency fees to <i>Council</i>


**Schedule C**  
**SALARY STRUCTURE**

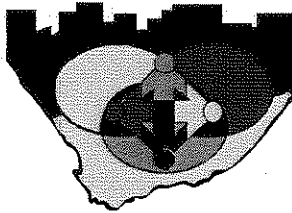
a)	State Title/Position of the Manager/Head of Department?	
b)	Indicate the Total Cost to the <i>Employer</i> (annual) in terms of:	
	Base Salary	
	Annual Bonus	
	Pension Fund contribution by Employer	
	Medical Aid contribution by Employer	
	Car Allowance	
	Housing Subsidy/Allowances	
	Performance Bonus	
c)	Enter the number of annual leave days allowed.	
d)	Provide the formula for the calculation of the Performance Bonus.	

## ANNEXURE "E1" (CONDUCT OF PROCEEDINGS BEFORE THE COUNCIL)

## SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

DIVISION	E-MAIL ADDRESSES	TELEPHONE	FAX	POSTAL	STREET
Head Office	info@salgbc.org.za	(031) 267-2227 (031) 267-1598	(031) 267-0929	Private Bag X 12 Westville 3630	Westville Civic Centre 1 William Lester Drive Westville 3630
Gauteng	info.g@salgbc.org.za	(011) 333-5467 (011) 336-1390	(011) 333-8091	PO Box 144 Johannesburg 2000	208-212 Jeppe Street 13 <sup>th</sup> Floor Johannesburg 2000
Eastern Cape	info.ec@salgbc.org.za	(041) 585-3074 (041) 585-7362	(041) 585-0646	PO Box 12627 Central Port Elizabeth 6000	30 Pearson Street Central Port Elizabeth 6001
KwaZulu-Natal	info.kzn@salgbc.org.za	(031) 267-2221 (031) 267-2388	(031) 267-0930	Private Bag X 12 Westville 3630	Westville Civic Centre 1 William Lester Drive Westville 3630
Western Cape	info.wc@salgbc.org.za	(021) 930-9241	(021) 930-9244	PO Box 445 Parow 7499	21A Mc Intyre Street Parow 7499
Northern Cape/ Free State	info.fs@salgbc.org.za	(053) 832-1216 (053) 832-1215	(053) 8313608	PO Box 1671 Kimberley 8300	10 Holland Road Kimberley 8300
North West/ Mpumalanga/ Limpopo	info.nw@salgbc.org.za	(012) 322-4583 (012) 322-4574	(012) 320-4136	PO Box 11046 Tramshed 0126	18 <sup>th</sup> Floor Sanlam Centre Cnr Andries and Pretorius Streets Pretoria 0001

  
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# SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

National/Division:..... Case Number .....

Applicant /Employee .....

Respondent/Employer .....

## AFFIDAVIT IN RESPECT OF APPLICATION FOR CONDONATION

I, the undersigned, .....  
(Full name of Applicant / Respondent) *(delete where applicable)*  
do hereby make oath and say:

### 1. Background

#### 1.1. Unfair Labour Practice

1.1.1. Applicant became aware of the Act or omission on: .....

1.1.2. Respondent refused to correct the Act or omission on:.....

#### 1.2. Unfair Dismissal

1.2.1. Internal proceedings were exhausted on .....

1.2.2. Internal procedures not yet exhausted as at .....

### 2. The Degree of Lateness (How late is the referral)

2.1. The dispute should have been referred on: .....

2.2. The referral is .....days late.

### 3. Reasons for Lateness

Reason for late referral by applicant:.....  
.....  
.....  
.....

Please Turn Over ...

*[Handwritten signatures and initials]*  
71

4. **Attempts made by the applicant to pursue his/her rights.** (Did the applicant approach his/her union, Department of Labour, Community Advice Centre, Legal Advice Centre for assistance? If so, stipulate dates.)

.....  
.....  
.....

5. **Prospects of Success**

Applicant believes that he/she has good cause because: (give reasons why you believe dismissal/unfair labour practice to be unfair, both procedurally and substantively).....

.....  
.....  
.....

6. **Prejudice**

If condonation is not granted, I will be prejudiced because:.....

.....  
.....  
.....

If condonation is granted, I believe the respondent will not be prejudiced because:.....

.....  
.....  
.....

7. **General**

Any other relevant information: .....

.....  
.....  
.....

Signed.....

Please Turn Over ...

X-G.  
[Handwritten initials and signatures]

Signed before me at .....  
On the ..... day of ..... 200.....  
by the deponent who acknowledges that he/she knows and understands the contents of the affidavit, has no objection to taking the oath / affirmation and considers it binding on his / her conscience.

Commissioner of Oaths .....  
Name .....  
Address: .....  
Capacity: .....

Please Turn Over ...

*Handwritten initials and marks*

## GUIDELINES TO COMPLETING AND RESPONDING TO CONDONATION APPLICATIONS

The Labour Relations Act and the Constitution of the South African Local Government Bargaining *Council* has certain time frames for the submission of referrals. A condonation application needs to be completed for the late submission of the referral form. In the case of dismissal disputes, a condonation application is necessary if the dispute is referred to the *Council* more than:

- 30 days after exhausting internal procedures, as contemplated in terms of Section 191(1) (b)(i) of the *Act*,
- 90 days from the date of dismissal if internal procedures have not yet been exhausted, as contemplated in terms of Section 191 (1)(b)(i) of the *Act*.

In the case of unfair labour practice disputes, a condonation application is necessary if the dispute is referred after 90 days of the alleged unfair labour practice.

If you refer your case outside of the time frames, which are indicated above, you will need to make an application for your late referral to be condoned. These guidelines should assist you.

### THE APPLICANT (Referring Party)

The application must be in the form of a sworn affidavit, and the application form is set out in such a format to assist you.

The following issues must be dealt with in your application:

#### 1. The degree of lateness and the reason(s) for the delay

You must give reasons for the lateness that account for the full period that the referral was late. It is, for example, not sufficient to say you were in hospital for a week if the referral is six weeks late. This would explain only one week's lateness and not the other five weeks.

Proof is also required. For example, just stating you were in hospital without proof does not carry much weight. If proof cannot be supplied, give reason why not.

If the referral has been incorrectly made to the CCMA or another bargaining council, the reason for the mistake must be given.

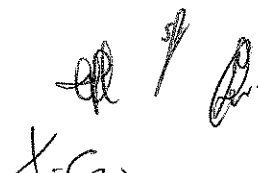
#### 2. Prospects of success

You must state why there is a good chance of your case being successful should it eventually go for arbitration or to the Labour Court. Enough detail must be given to allow the *employer* to respond. For example, just stating that the chairperson of the disciplinary hearing was biased is not enough. Reason for and if available proof of the allegation made must be given.

#### 3. Prejudice

Indicate your personal circumstances and whether you have obtained other employment is important. Eg. any other relevant circumstances must also be mentioned.

Please Turn Over ...



**4. The importance of the matter.**

If the matter is important from a general policy viewpoint, such as potential unrest, it must be stated.

**5. Any other information that is important**

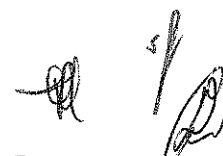
You can give any other relevant information that you think supports your application. Please attach any documents that support your application.

**THE RESPONDENT**

Should you wish to respond to the applicant's affidavit, it must reach the offices of the *Council* within 10 days of receiving the application. It should deal with the issues raised in the application and must also be in the form of a sworn affidavit. Proof of service must be attached.

The applicant then has 5 days to respond to the respondent's affidavit.

The *Council* may request additional information or it may call the parties to a hearing if there is insufficient information or if it will assist in making an appropriate order.

XG . 

Labour Relations  
Act 1995  
Sections 51(8), 135,  
191

## SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL



### REQUEST FOR CONCILIATION

NATIONAL/DIVISION: .....

**1. WHAT IS THE PURPOSE OF THIS FORM?**

This form enables a person or organization to refer a dispute to the South African Local Government Bargaining Council ("*Council*") for conciliation.

**2. WHO FILLS IN THIS FORM?**

Any party to the dispute, such as an employer, employee, *Trade Union* or employer's organization.

**3. WHERE DOES THIS FORM GO?**

To the Regional Secretary of the *Council* in the Division where the dispute arose or if the dispute is a national dispute to the General Secretary of the *Council*.

**4. WHAT WILL HAPPEN WHEN THIS FORM IS SUBMITTED?**

When you refer the dispute to the *Council*, the *Council* will try to resolve the dispute, through conciliation, within 30 days of the date of referral.

**5. FURTHER INSTRUCTIONS**

A copy of this form must be served on the other party.

Proof that a copy of this form has been served on the other party must be supplied by attaching one of the following:

- A copy of a registered slip from the Post Office; or
- A copy of a signed receipt if hand delivered; or
- A signed statement confirming service by the person delivering the form; or
- A copy of a fax confirmation slip; or
- Any other satisfactory proof of service.

**6. PLEASE NOTE**

The following disputes must be forwarded directly to the CCMA and cannot be dealt with by a bargaining *Council* in terms of the Labour Relations Act, No 66 of 1995 (of the *Act*).

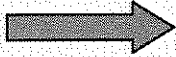
- Disclosure of information disputes (Section 16 and 189 of the *Act*);
- Organisational rights disputes (Chapter 3 part A of the *Act*);
- Agency shop disputes (Section 25 of the *Act*);
- Closed shop disputes (Section 26 of the *Act*);
- Interpretation or application of collective bargaining provisions (Section 63(1) of the *Act*);
- Picketing disputes (Section 69 of the *Act*);
- Workplace forum disputes (Section 86 and 94 of the *Act*).

Please turn over ...



Tick the correct box

If the dispute concerns dismissals, also complete Part B (See Page 5)



This section must be completed!

If necessary write the details on a separate page and attach to this form

**UNFAIR LABOUR PRACTICE**

If the dispute(s) concerns an unfair labour practice the dispute must be referred (ie. received by the Council) within 90 days of the Act or omission which gave rise to the unfair labour practice.

If more than 90 days has elapsed you are required to apply for condonation.

**b Second Respondent**

An employee or member of a union

A Trade Union

IMATU

SAMWU

An employer

An employer's organisation

Name : .....

Designation:.....

Postal Address: .....

.....

.....

Tel:..... Fax:.....

Cell:..... Email:.....

**3. NATURE OF THE DISPUTE**

What is the dispute about (tick only one box)?

Unfair dismissal

Unfair Labour Practice (probation)

Unilateral change to terms / conditions of employment

Mutual Interest

Interpretation/Application of Collective Agreement

Severance pay S41 BCEA

Freedom of association

Refusal to Bargain

Unfair Labour Practice (Give details)

S80 BCEA

Other (Please describe.....)

.....

Summarise the facts of the dispute you are referring: .....

.....

.....

**4. DATE DISPUTE AROSE**

the dispute arose on:

.....

(give the date, day, month and Year)

The dispute arose where:

.....

(give the city/town in which the dispute)

If the dispute concerns a dismissal the date inserted here must be the same as that set out in Item 2 of Part B.

**5. DETAILS OF DISPUTE PROCEDURES FOLLOWED**

Have you followed all internal grievance / disciplinary procedures before coming to the Council?

YES

NO

Describe the procedures followed:.....

.....

.....

Please turn over ...

X-G [Handwritten signatures]

Tick the correct box

Parties may, at their own cost, bring interpreters for languages other than the official South African languages. Please indicate this under 'other'.

Special features might be the urgency of the matter, the large number of people involved, important legal or labour issues etc.

Only fill this in if this is a dispute about unilateral change to terms and conditions of employment.

**6. RESULT OF CONCILIATION**

What outcome do you require .....  
.....  
.....

**7. INTERPRETATION SERVICES**

Do you require an interpreter at the conciliation/con-arb?  YES  NO

If yes, please indicate for what language:

- |                                     |   |                                   |
|-------------------------------------|---|-----------------------------------|
| <input type="checkbox"/> Afrikaans  | <input type="checkbox"/> Sesotho                      | <input type="checkbox"/> Setswana |
| <input type="checkbox"/> Sepedi     | <input type="checkbox"/> Xitsonga                     | <input type="checkbox"/> isiXhosa |
| <input type="checkbox"/> Tshivenda  | <input type="checkbox"/> isiZulu                      | <input type="checkbox"/> siSwati  |
| <input type="checkbox"/> isiNdebele | <input type="checkbox"/> Other (Please indicate.....) |                                   |

**8. SPECIAL FEATURES / ADDITIONAL INFORMATION**

Briefly outline any special features / additional information the *Council* needs to note:

.....  
.....  
.....  
.....

**9. DISPUTE ABOUT UNILATERAL CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT [Section 64(4)]**

I/we require that the *employer* party not implement unilaterally the proposed changes that led to this dispute for 30 days, or that it restore the terms and conditions of employment that applied before the change.

Signed: ..... (Employee party referring the dispute)

**10. CONFIRMATION OF ABOVE DETAILS**

Signature of party referring the dispute: .....

Signed at.....on this .....  
(place) (date)

Please turn over ...

X-G  
sf  
P



## CONTACT DETAILS OF DIVISIONS OF THE COUNCIL

### Head Office

Tel: (031) 267-2227  
Fax: (031) 267-0929  
E-mail: info@salgbc.org.za

### Gauteng Regional Office

Gauteng Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

Johannesburg Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

Tshwane Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

### Eastern Cape Regional Office

Eastern Cape Division  
Tel: (041) 585-3074  
Fax: (041) 585-0646  
E-mail: info.ec@salgbc.org.za

### KwaZulu-Natal Regional Office

eThekweni Metropolitan Division  
Tel: (031) 267-2221  
Fax: (031) 267-0930  
E-mail: info.kzn@salgbc.org.za

KwaZulu-Natal Division  
Tel: (031) 267-2221  
Fax: (031) 267-0930  
E-mail: info.kzn@salgbc.org.za

### Western Cape Regional Office

Western Cape Division  
Tel: (021) 930-9241  
Fax: (021) 930-9244  
E-mail: info.wc@salgbc.org.za

Cape Metropolitan Division  
Tel: (021) 930-9241  
Fax: (021) 930-9244  
E-mail: info.wc@salgbc.org.za

### North West/Mpumalanga/Limpopo Regional Office

Mpumalanga Division  
Tel: (012) 322-4583  
Fax: (012) 320-4136  
E-mail: info.nw@salgbc.org.za

North-West Division  
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Sections 51(8) and 136  
Labour Relations  
Act, 1995

### SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL



#### REQUEST FOR ARBITRATION

Read This First



**WHAT IS THE PURPOSE OF THIS FORM?**

If conciliation fails, a party may request that the *Council* resolve the dispute by arbitration.

**WHO FILLS IN THIS FORM?**

The party requesting the arbitration

**WHICH DISPUTES CAN BE ARBITRATED**

The *Council* may arbitrate the following disputes under the LRA:

- S74 (4) disputes in *essential services*
- S191 disputes over unfair dismissals and unfair labour practices

Under the BCEA:

- S41 severance pay disputes

**WHERE DOES THIS FORM GO?**

To the Regional Secretary of the *Council* in the division where the dispute arose. (See details attached)

If the dispute is a national dispute, to the General Secretary of the *Council*. (See details attached)

**1. DETAILS OF PARTY REQUESTING ARBITRATION**

Name : .....

Postal Address:.....

.....

.....

Tel:..... Fax:.....

Cell:.....Email:.....

**2. DISPUTE DETAILS**

Case Reference Number:.....

The case between ..... (party)

and ..... (other party)

was referred for conciliation, but remains unresolved

The certificate confirming the failure of conciliation is attached

In terms of Section ..... I / we now request that

the matter be resolved through arbitration.

The issues in dispute are .....

.....

.....

.....

.....

.....

.....

(Give a brief description. The arbitrator may require a more detailed statement of case later)

COUNCIL CASE NUMBER: .....

Please turn over ...

X.G. [Handwritten signatures]

**OTHER INSTRUCTIONS**

A copy of this form must be served on the other party.

Proof that a copy of this form has been served on the other party must be supplied by attaching:

- A copy of a registered slip from the Post Office;
- A copy of a signed receipt if hand delivered;
- A signed statement confirming service by the person delivering the form;
- A copy of a fax confirmation slip; or
- Any other satisfactory proof of service.

The certificate confirming that the dispute was unresolved through conciliation must also be attached to this form

**CHECK!!**

Have you sent a copy of this completed form to the other party?

Have you included proof (that you have sent a copy to the other party) with this form?

Have you attached the certificate confirming that the dispute was unresolved through conciliation?

The applicant party to this arbitration must fill in this section and identify all other persons or parties that may be affected by the outcome of this dispute. (Proof of Service of Referral on other interested parties must be attached)

The *employer* party in non-appointment and promotion disputes must join the successful candidates/appointees or any other interested party affected by this dispute.

**3. WHAT DECISION WOULD YOU LIKE THE ARBITRATOR TO MAKE?**

.....  
 .....  
 .....  
 .....  
 .....

(The arbitrator may require a more detailed statement of case later.)

**4. CONFIRMATION OF ABOVE DETAILS:**

Form submitted by:.....  
 (Name)

Signature:.....

Designation: .....

Date: .....

Place: .....

**This form must be signed by the referring party, or a person entitled to represent the party in the arbitration proceedings**

**5. DETAILS OF OTHER PARTY**

**(a) First Respondent**

Name : .....

Designation:.....

Postal Address: .....

Tel:..... Fax:.....

Cell:.....Email:.....

**(b) Second Respondent**

Name : .....

Designation:.....

Postal Address: .....

Tel:..... Fax:.....

Cell:.....Email:.....

X-G. L. P.

## ARBITRATION REQUESTS

### SECTION LIST/NATURE OF DISPUTE

LABOUR LEGISLATION	DISPUTE
Labour Relations Act, Section 191	Unfair dismissal and Unfair Labour Practice Disputes
Basic Conditions of Employment Act, Section 41	Severance pay

X-G <sup>sf</sup> 

**CONTACT DETAILS OF DIVISIONS OF THE COUNCIL**

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# SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

## CERTIFICATE OF OUTCOME OF DISPUTE REFERRED TO CONCILIATION



CASE NUMBER: \_\_\_\_\_

I certify that the dispute between

\_\_\_\_\_ (referring party)

and

\_\_\_\_\_ (other party/parties)

Referred to conciliation on / condonation granted on : \_\_\_\_\_ (insert date)

**Concerning:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Unfair Dismissal                             | <input type="checkbox"/> Refusal to Bargain    | <input type="checkbox"/> Severance Pay          |
| <input type="checkbox"/> Mutual Interests                             | <input type="checkbox"/> Unfair Discrimination | <input type="checkbox"/> Unfair Labour Practice |
| <input type="checkbox"/> Council Collective Agreement (Specify) _____ |  |   |
| <input type="checkbox"/> Other (Specify) _____                        |  |   |

**And relates to:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Misconduct             | <input type="checkbox"/> Interpretation & Application      | <input type="checkbox"/> Entitlement       |
| <input type="checkbox"/> Reason Unknown         | <input type="checkbox"/> Operational Requirements          | <input type="checkbox"/> S 186 (2) (_____) |
| <input type="checkbox"/> Incapacity: Ill Health | <input type="checkbox"/> Incapacity: Poor Work Performance |  |
| <input type="checkbox"/> Constructive Dismissal | <input type="checkbox"/> Probation                         |  |
| <input type="checkbox"/> Other (Specify) _____  |  |  |

**Condonation:**

- Granted  Not Applicable

was resolved on the \_\_\_\_\_ or  remains unresolved as at \_\_\_\_\_

**If this dispute remains unresolved, it can be referred to:**

- Arbitration  Labour Court  None  Strike/Lockout


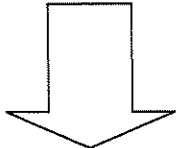
\_\_\_\_\_  
Name of Chairperson of Conciliation Committee / Arbitrator (Please Print)

\_\_\_\_\_  
Signature of Chairperson of Conciliation Committee / Arbitrator (Please Print)

\_\_\_\_\_  
Place


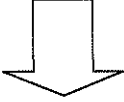
\_\_\_\_\_  
Date

*Official stamp of the Council*

<p><b>LRA Form 7.14 Section 136(3) Labour Relations Act, 1995</b></p>	<p><b>SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL</b></p> <p><b>NOTICE OF OBJECTION TO ARBITRATION BY SAME ARBITRATOR</b></p>	
<p style="text-align: center;"><b>Read This First</b></p> <div style="text-align: center; margin: 10px 0;">  </div> <p><b>WHAT IS THE PURPOSE OF THIS FORM?</b></p> <p>This form notifies the <b>Council</b> that a party objects to an arbitrator who is the same arbitrator who led the conciliation process.</p> <p><b>WHO FILLS IN THIS FORM?</b></p> <p>Objecting party.</p> <p><b>WHERE DOES THIS FORM GO?</b></p> <p>The Regional Secretary, South African Local Government Bargaining <i>Council</i> (<i>Council</i>).</p> <p><b>OTHER INSTRUCTIONS</b></p> <p>A copy of this form must be served on the other party.</p> <p>Proof that a copy of this form has been served on the other party must be supplied by attaching:</p> <ul style="list-style-type: none"> <li>○ A copy of the registered slip from the Post Office;</li> <li>○ A copy of the signed receipt if hand delivered;</li> <li>○ A signed statement confirming service by the person delivering the form;</li> </ul>	<p><b>1. PARTY DETAILS</b></p> <p>Name: .....</p> <p>Postal Address: .....</p> <p>.....</p> <p>Tel: ..... Fax: .....</p> <p>Cell: ..... Email: .....</p> <p>Person dealing with application: .....</p> <p><b>2. DETAILS OF THE OTHER PARTY</b></p> <p>Name: .....</p> <p>Postal Address: .....</p> <p>.....</p> <p>Tel: ..... Fax: .....</p> <p>Cell: ..... Email: .....</p> <p>Contact Person: .....</p> <p><b>3. OBJECTION DETAILS</b></p> <p>I/We .....</p> <p style="text-align: center;">(name)</p> <p>object to the arbitrator .....</p> <p style="text-align: center;">(name)</p> <p>who conciliated the matter .....</p> <p>.....</p> <p style="text-align: center;">(name of dispute / matter)</p> <p>arbitrating the same dispute. Therefore we request the <i>Council</i> to appoint a different arbitrator.</p>	<p><b>Please turn over...</b></p>

<ul style="list-style-type: none"><li>○ A copy of a fax confirmation slip; or</li><li>○ Any other satisfactory proof of service.</li></ul> <p><b>IMPORTANT:</b></p> <p><b>This form must be submitted to the Council within 7 days after the date of issue of the certificate of outcome.</b></p>	<p><b>4. CONFIRMATION OF ABOVE DETAILS</b></p> <p>Form submitted by (name): .....</p> <p>Position: .....</p> <p>Signed: .....</p> <p>Date: .....</p>
	<p><b>Council Ref. (Case Number):</b> .....</p>

*sf*  
*X. G. [Signature]*

<p style="text-align: center;"><b>LRA Form 7.15</b> <b>Section 137</b> <b>Labour Relations Act,</b> <b>1995</b></p>	<p><b>SOUTH AFRICAN LOCAL GOVERNMENT</b> <b>BARGAINING COUNCIL</b></p> <p><b>APPLICATION TO APPOINT SENIOR</b> <b>ARBITRATOR TO ARBITRATE</b></p>	
<p style="text-align: center;"><b>Read This First</b></p> <div style="text-align: center;">  </div> <p><b>WHAT IS THE PURPOSE OF THIS FORM?</b></p> <p>This form is an application by a party to appoint a Senior Arbitrator to arbitrate.</p> <p><b>WHO FILLS IN THIS FORM?</b></p> <p>A party to the dispute.</p> <p><b>WHERE DOES THIS FORM GO?</b></p> <p>The Regional Secretary, South African Local Government Bargaining Council (Council), in the case of divisional disputes and the General Secretary in the case of national disputes.</p> <p><b>OTHER INSTRUCTIONS</b></p> <p>Two documents must be attached to this form:</p> <p>(a) A motivation; (b) Proof that a copy of this form has been served on the other party must be supplied by attaching:</p> <ul style="list-style-type: none"> <li>▪ A copy of the registered slip from the Post Office;</li> <li>▪ A copy of the signed receipt if hand delivered;</li> <li>▪ A signed statement confirming service by the person delivering the form;</li> <li>▪ A copy of a fax confirmation slip; or</li> <li>▪ Any other satisfactory proof of service.</li> </ul> <p style="text-align: center;"><b>CHECK!</b></p> <p>Have you sent a copy of this completed form to the other party? Have you included proof (that you have sent a copy to the other party) with this form? Have you attached your motivation? (see Section 137 of the Act)</p>	<p><b>1. APPLICATION</b></p> <p>I / We apply to the <i>Council</i> to appoint a Senior Arbitrator to resolve the dispute which has the following reference number: .....</p> <p><b>2. MOTIVATION</b></p> <p>Prepare a motivation which deals with the issues raised in Section 137 of the Act. Some of these issues are:</p> <ul style="list-style-type: none"> <li>• the complexity of the dispute;</li> <li>• whether there are conflicting arbitration awards that are relevant to the dispute;</li> <li>• the public interest;</li> <li>• the nature of the question of law raised by the dispute.</li> </ul> <p><b>3. CONFIRMATION OF ABOVE DETAILS</b></p> <p>Form submitted by (name): .....</p> <p>Position : .....</p> <p>Signed : .....</p> <p>Date : .....</p>	
<p><b>Council Case Number:</b> .....</p>		



**APPLICATION IN TERMS OF SECTION 142A  
OF THE LABOUR RELATIONS ACT**

IN THE SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL  
(COUNCIL)

HELD AT \_\_\_\_\_ CASE NO. \_\_\_\_\_

In the matter between:

\_\_\_\_\_  
Applicant(s)

AND

\_\_\_\_\_  
Respondent(s)

---

**NOTICE OF APPLICATION IN TERMS OF SECTION 142 A OF THE LABOUR  
RELATIONS ACT**

---

To:           The Regional / General Secretary  
                  Council

And to: \_\_\_\_\_ (Respondent)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

Take notice that the above-named applicant(s) will make application on a date to be determined by the *Council* for an order in the following terms:

1. That the annexed settlement agreement entered into between the above mentioned parties be made an arbitration award in terms of Section 142A of the Labour Relations Act.

Take further notice that the affidavit of the applicant, annexed hereto, will be used in support of this application.

Take further notice that if the respondent wishes to oppose the application, it must deliver an answering affidavit within 10 working days from the *day* on which this application was served on the respondent, failing which the matter may be heard in the respondent's absence.

Take further notice that the applicant has appointed the address below at which notices and service of all documents and proceedings will be accepted.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Applicant's Address:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_

\_\_\_\_\_

**APPLICATION IN TERMS OF SECTION 142A  
OF THE LABOUR RELATIONS ACT**

CASE NO. : \_\_\_\_\_

Applicant(s) \_\_\_\_\_

AND

Respondent(s) \_\_\_\_\_

---

**AFFIDAVIT**

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I, the undersigned, \_\_\_\_\_  
(full name of Applicant)

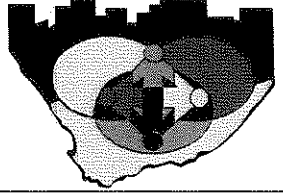

do hereby make oath and say:

**1. BACKGROUND**

- 1.1 The settlement agreement annexed hereto and marked "A" was concluded between the parties on \_\_\_\_\_ (date).
  
- 1.2 The settlement agreement is in respect of a dispute that a party has the right to refer to arbitration or to the Labour Court, excluding a dispute that a party has the right to refer to arbitration in terms of Section 74 (4) or 75 (5) of the Labour Relations Act.
  
- 1.3 The dispute in respect of which the settlement agreement was concluded was referred for conciliation on \_\_\_\_\_ (date) under case number \_\_\_\_\_.
  
- 1.4 The parties have not agreed to the settlement agreement being made an arbitration award.

V-G.  



<p>LRA Form 7.19 Section 188A Labour Relations Act, 1995</p>	<p><b>SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL</b> <b>REQUEST FOR PRE-DISMISSAL ARBITRATION</b></p>	
<p><b>Read This First</b></p>  <p><b>WHO FILLS IN THIS FORM?</b> An <i>employer</i> requesting a pre-dismissal arbitration</p> <p><b>WHERE DOES THIS FORM GO?</b> To the Regional Secretary of the <i>Council</i> in the division where the dispute arose. (See details attached)</p> <p>If the dispute is a national dispute, to the General Secretary of the <i>Council</i>. (See details attached)</p>	<p><b>1. DETAILS OF EMPLOYER REQUESTING PRE-DISMISSAL ARBITRATION</b></p> <p>Name : .....</p> <p>Postal Address:..... ..... .....</p> <p>Contact Person: .....</p> <p>Tel:..... Fax:.....</p> <p>Cell:.....Email:.....</p> <p><b>2. REQUEST DETAILS</b></p> <p>The conduct of a pre-dismissal arbitration against .....</p> <p>..... <b>(Name of Employee)</b> ..... for misconduct / incapacity.</p> <p>Full name of employee: .....</p> <p>.....</p> <p>Postal address: .....</p> <p>..... .....</p> <p>Tel:..... Fax:.....</p> <p>Cell:.....Email:.....</p> <p><b>3. ALLEGATIONS ABOUT CONDUCT OR CAPACITY</b></p> <p>Attach a copy of the charges to this form.</p> <p style="text-align: right;"><b>Please turn over ....</b></p>	

Handwritten signatures and initials, including "X.C." and "5/".

**CONSENT**

A pre-dismissal arbitration may only be conducted with the consent of the employee, or where an employee earning more than R115 572 per annum has consented to the holding of the pre-dismissal arbitration in a contract of employment.

**FEES PAYABLE**

Proof of payment of the prescribed fee must accompany this form.

Payment may only be made by:

- Bank guaranteed cheque;
- Direct electronic payment into the *Council* bank account.

**OTHER INSTRUCTIONS**

A copy of this form has been served on the other party.

Proof that a copy of this form has been served on the other party must be supplied by attaching:

- A copy of a registered slip from the Post Office;
- A copy of a signed receipt if hand delivered;
- A signed statement confirming service by the person delivering the form;
- A copy of a fax confirmation slip; or
- Any other satisfactory proof of service.

**4. CONFIRMATION AND CONSENT TO PRE-DISMISSAL ARBITRATION**

a) I .....  
(Name of Employee)

confirm that I have been advised of the allegations against me; and

(a) I consent to the process; or

(b) I earn more than R115 575 per annum and have consented to the process in my contract of employment. A copy of the contract of employment is attached hereto.

.....  
**EMPLOYEE'S SIGNATURE**

.....  
**WITNESS**

**5. PAYMENT OF FEES**

Proof of payment of the *Council* prescribed fee is attached.

**6. PLACE OF HEARING**

Please select where you would like the pre-dismissal arbitration hearing to take place:

- Council Office*
- Employer Premises*

If you select *employer premises*, please provide address of *employer premises*:

.....  
.....

**7. SERVICES**

**(a) Interpretation Services**

Do you require an interpreter at the pre-dismissal arbitration?

- Yes
- No

If Yes, please indicate for what language:

- Afrikaans       IsiNdebele       IsiZulu       isiXhosa
- Sepedi       Sesotho       Setswana       siSwati
- Tshivanda       Xitsonga       Other (please indicate) ...

.....

Please turn over ...

Please note that further costs are recoverable in the event that the arbitration exceeds one day.

**(b) Other**

Briefly outline any special features / additional information the *Council* needs to note:

.....  
.....  
.....

**8. CONFIRMATION OF ABOVE DETAILS**

Form submitted by (name): .....

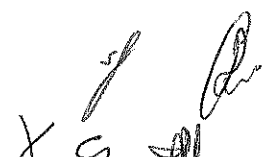
Signature: .....

Position: .....

Date: .....

Place: .....

Please turn over ...

X.G. 

## CONTACT DETAILS OF DIVISIONS OF THE COUNCIL

### Head Office

Tel: (031) 267-2227  
Fax: (031) 267-0929  
E-mail: info@.org.za

### Gauteng Regional Office

Gauteng Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

Johannesburg Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

Tshwane Division  
Tel: (011) 333-5467  
Fax: (011) 333-8091  
E-mail: info.g@salgbc.org.za

### Eastern Cape Regional Office

Eastern Cape Division  
Tel: (041) 585-3074  
Fax: (041) 585-0646  
E-mail: info.ec@salgbc.org.za

### KwaZulu-Natal Regional Office

eThekweni Metropolitan Division  
Tel: (031) 267-2221  
Fax: (031) 267-0930  
E-mail: info.kzn@salgbc.org.za

KwaZulu-Natal Division  
Tel: (031) 267-2221  
Fax: (031) 267-0930  
E-mail: info.kzn@salgbc.org.za

### Western Cape Regional Office

Western Cape Division  
Tel: (021) 930-9241  
Fax: (021) 930-9244  
E-mail: info.wc@salgbc.org.za

Cape Metropolitan Division  
Tel: (021) 930-9241  
Fax: (021) 930-9244  
E-mail: info.wc@salgbc.org.za

### North West/Mpumalanga/Limpopo Regional Office

Mpumalanga Division  
Tel: (012) 322-4583  
Fax: (012) 320-4136  
E-mail: info.nw@salgbc.org.za

North-West Division  
Tel: (012) 322-4583  
Fax: (012) 320-4136  
E-mail: info.nw@salgbc.org.za

Limpopo Division  
Tel: (012) 322-4583  
Fax: (012) 320-4136  
E-mail: info.nw@salgbc.org.za

### Northern Cape/Free State Regional Office

Northern Cape Division  
Tel: (053) 832-1216  
Fax: (053) 832-1215  
E-mail: info.fs@salgbc.org.za

Free State Division  
Tel: (053) 832-1216  
Fax: (053) 832-1215  
E-mail: info.fs@salgbc.org.za

X-C 

# SETTLEMENT AGREEMENT

In the dispute between \_\_\_\_\_

Case No.: \_\_\_\_\_

Applicant/s \_\_\_\_\_

And

Respondent/s \_\_\_\_\_

**THE UNDERSIGNED PARTIES RECORD THE SETTLEMENT OF THEIR DISPUTE, IN FULL AND FINAL SETTLEMENT, IN THE FOLLOWING TERMS:**

1.  The *employer* agrees to reinstate/re-employ the employee with effect from \_\_\_\_\_ on same terms and conditions of employment as existed prior to the dismissal.

2.  The *employer* agrees to pay the employee the sum of R\_\_\_\_\_ as follows:

In full payment on or before \_\_\_\_/\_\_\_\_/\_\_\_\_ (date)

In installments payable as follows:

R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ R\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

Method of payment:  Cash/Cheque to be collected by employee at employer's premises.

Payment will be deposited into the employee's bank account.

3.  Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The parties agree that this is in full and final settlement of the said dispute and that no variation of this agreement will be legally binding unless reduced to writing.

5. In the event of the *employer* failing to comply with its obligations in terms of this agreement, the employer, in terms of Section 142 A (1) of the LRA, consents to this agreement being made an arbitration award.

THIS DONE AND SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**APPLICANT**

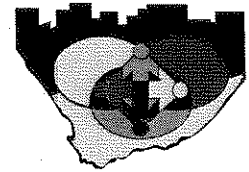
\_\_\_\_\_  
**RESPONDENT**

\_\_\_\_\_  
**WITNESSES:**

\_\_\_\_\_

NB: The format of this settlement agreement is a guideline only. The parties to the settlement agreement must ensure that the terms and conditions of their settlement are properly recorded.

**SOUTH AFRICAN LOCAL GOVERNMENT  
BARGAINING COUNCIL**



**EXEMPTION APPLICATION FOR NON-WAGE  
RELATED COLLECTIVE AGREEMENTS**

NATIONAL / DIVISION: .....

**1. WHAT IS THE PURPOSE OF THIS FORM?**

This form enables a person or party to apply for an exemption from a collective agreement concluded in the South African Local Government Bargaining Council ("*Council*").

**2. WHO FILLS IN THIS FORM?**

Any party or person applying for exemption from a collective agreement concluded at the Central *Council* or division of the *Council*.

**3. WHERE DOES THIS FORM GO?**

To the Regional Secretary of the *Council* in the division for divisional exemptions and to the General Secretary of the *Council* for a national exemption.

**4. WHAT WILL HAPPEN WHEN THIS FORM IS SUBMITTED?**

When you refer the exemption application to the *Council*, the *Council* will attempt to resolve the exemption application, within 45 days of the date of application.

**5. FURTHER INSTRUCTIONS**

A copy of this application must be served on the other party/ies.

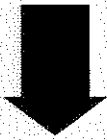
Proof that a copy of this form has been served on the other party must be supplied by attaching one of the following:

- A copy of a registered slip from the Post Office; or
- A copy of a signed receipt if hand delivered; or
- A signed statement confirming service by the person delivering the form; or
- A copy of a fax confirmation slip; or
- Any other satisfactory proof of service.

Please turn over ...

Handwritten initials and signatures: XG, a signature, and a circular stamp.

READ THIS FIRST



Tick the correct box

**1. DETAILS OF THE APPLICANT**

As the applicant party/s, are you:

- |   |   |                                |
|---|---|--------------------------------|
| <input type="checkbox"/> An employee or member of a union | <input type="checkbox"/> A Trade Union              | <input type="checkbox"/> IMATU |
| <input type="checkbox"/> An employer                      | <input type="checkbox"/> An employer's organisation | <input type="checkbox"/> SAMWU |
| <input type="checkbox"/> Non-party                        |   |                                |

**a) Name of the applicant if the applicant is an employee or employer**

Name: .....  
ID Number: .....  
Postal Address: .....  
..... Postal Code: .....  
Tel:..... Cell: .....  
Fax:..... Email: .....

**b) Alternate contact details of employee:**

Name: .....  
Postal Address: .....  
..... Postal Code: .....  
Tel:..... Cell: .....  
Fax:..... Email: .....

**c) Name of the applicant, if the applicant is an employer's organisation or trade union, or if the trade union/employer's organisation is assisting a member to the exemption application:**

Name: .....  
Postal Address: .....  
..... Postal Code: .....  
Tel:..... Cell: .....  
Fax:..... Email: .....

**3. DETAILS OF THE OTHER PARTY\IES AFFECTED BY THE EXEMPTION APPLICATION**

The other party/s is:

**a) First Respondent**

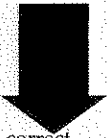
- |   |   |                                |
|---|---|--------------------------------|
| <input type="checkbox"/> An employee or member of a union | <input type="checkbox"/> A Trade Union              | <input type="checkbox"/> IMATU |
| <input type="checkbox"/> An employer                      | <input type="checkbox"/> An employer's organisation | <input type="checkbox"/> SAMWU |

Name: .....  
Postal Address: .....  
..... Postal Code: .....  
Tel:..... Cell: .....  
Fax:..... Email: .....

Please Turn Over ...

Handwritten initials and signatures, including 'XG' and a signature.

**READ THIS FIRST**



Tick the correct box

The National Exemption Committee, constituted of three (3) SALGA representatives, two (2) SAMWU representatives and one (1) IMATU representative, shall consider all applications for exemption and may made a decision to grant or refuse an exemption application. The National Exemptions Committee shall advise the applicant, respondents and the Council within fifteen (15) days of its decision, and on giving full reasons therefore, grant exemption on any conditions and for any period it considers appropriate. The ruling of the National Exemption Committee shall be reduced to writing and shall be signed by its chairperson or his or her nominee.

**b) Second Respondent**

- |   |   |                                |
|---|---|--------------------------------|
| <input type="checkbox"/> An employee or member of a union | <input type="checkbox"/> A Trade Union              | <input type="checkbox"/> IMATU |
| <input type="checkbox"/> An employer                      | <input type="checkbox"/> An employer's organisation | <input type="checkbox"/> SAMWU |

Name: .....  
 Postal Address: .....  
 ..... Postal Code: .....  
 Tel: ..... Cell: .....  
 Fax:..... Email: .....

**4. TYPE OF THE EXEMPTION APPLICATION**

- National Collective Agreement  
 Specify: .....
- Divisional Collective Agreement  
 Specify: .....

**5. FACTORS OR CRITERIA FOR CONSIDERATION BY THE NATIONAL EXEMPTION COMMITTEE AND EXEMPTION BOARD**

- Any written and/or verbal substantiation provided by the applicant.
- Fairness to the employer, its employees and other employers and the employees in the industry.
- Whether an exemption, if granted would undermine this agreement or the collective bargaining process.
- Unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof.
- Whether a budgetary provision was made for implementation of the obligation arising out of the collective agreement.
- The infringement of basic conditions of employment rights.
- The fact that a competitive advantage might be created by exemption.
- Comparable benefits or provisions where applicable.
- The applicant's compliance with other statutory requirements such as the compensation for the Occupational Injuries and Diseases Act, Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998, Skills Development Act 97 of 1998, Skills Development Levies Act 9 of 1999, or Unemployment Insurance Act 63 of 2001
- Any other factor which is considered appropriate.

**NB:** The proper and detailed motivation of each factor must be attached to this form.

**6. SPECIAL FEATURES / ADDITIONAL INFORMATION**

Briefly outline any special features / additional information the Council needs to note:

.....  
 .....  
 .....  
 .....

Please Turn Over ...

6. CONFIRMATION OF ABOVE DETAILS

Signature of applicant: .....

Signed at.....on this .....  
(place) (date)

*For Council Use*

Date exemption received:			
Did the applicant serve the application on all other parties?	Yes	No	
Is the application complete?	Yes	No	

V. G. [Signature]

## CONTACT DETAILS OF DIVISIONS OF THE COUNCIL

### Head Office

Tel: (031) 267-2227

Fax: (031) 267-0929

### Gauteng Regional Office

Gauteng Division

Tel: (011) 333-5467

Fax: (011) 333-8091

Johannesburg Division

Tel: (011) 333-5467

Fax: (011) 333-8091

Tshwane Division

Tel: (011) 333-5467

Fax: (011) 333-8091

### Eastern Cape Regional Office

Eastern Cape Division

Tel: (041) 585-3074

Fax: (041) 585-0646

### KwaZulu-Natal Regional Office

Ethekwini Metropolitan Division

Tel: (031) 267-2221

Fax: (031) 267-0930

KwaZulu-Natal Division

Tel: (031) 267-2221

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