

## INTERNAL POLICY

<b>MOHOKARE LOCAL MUNICIPALITY</b>	
<b>SUBJECT: LEAVE POLICY</b>	<b>POLICY NO:</b>
<b>DIRECTORATE: CORPORATE SERVICES</b>	<b>COUNCIL ITEM:</b>
<b>DATE APPROVED:</b>	
<b>EFFECTIVE DATE:</b>	

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## 1. PREAMBLE

1.1 Whereas according to the Standard of Conduct of employees it is required of employees:

- To attend work regularly and punctually;
- To request permission in advance for any leave of absence whenever possible; and
- To refrain from being absent from duty without leave or permission, except on good cause.

This policy as mandated by the Office of the Municipal Manager has been developed to assist the Mohokare Local Municipality (MLM) to manage leave effectively and efficiently.

1.2 The mandate from the office of the Municipal Manager is in response to give effect to MSA<sup>1</sup> and other pieces of legislation applicable to the administration of the municipality<sup>2</sup>. The MSA stipulates that as accounting officer the Municipal Manager is; responsible and accountable for policy formulation, inter alia as well as responsible and accountable for the formation and development of an economical, effective, efficient and accountable administration-...<sup>3</sup>, this includes giving effect to the municipality's by-laws and other legislation.<sup>4</sup>

1.3 The leave structure of employees forms part of the benefit structure and set of Conditions of Service of an employee in the service of the MLM. The management of leave of employees is imperative for the MLM due to the fact that is a financial responsibility for the MLM. The MFMA stipulates that the accounting officer of a municipality is responsible and accountable for all income and expenditure of the municipality; all assets and the discharge of all liabilities of the municipality; and proper and diligent with compliance with the MFMA<sup>5</sup>.

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<sup>1</sup> MSA, No. 32 of 2000

<sup>2</sup> MSA, No. 32 of 2000, Paragraph 55, (b)

<sup>3</sup> MSA, No. 32 of 2000, Paragraph 55, (1) – (a)

<sup>4</sup> MSA, No. 32 of 2000, Paragraph 55, (l)

<sup>5</sup> MFMA No. 53 of 2003

- 1.4 This policy on leave for the MLM, will replace all previous policies on leave.
- 1.5 This policy will seek to assist to provide clear guidance, assist with the interpretation, establish a common understanding and lend consistency to the application of leave matters for the MLM.
- 1.6 Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in the terms of Section 56 of the MSA, 2000 (Act 32 of 2000 and as amended) are excluded from the SALGBC's Collective Agreement.<sup>6</sup>
- 1.7 The Basic Conditions of Employment Act 1997 supersedes any other agreements when stipulations of the mentioned act may be contradictory.
- 1.8 The leave rules as depicted in this policy will be the leave rules that must be implemented by the Leave Administration, and Finance Directorate of the Mohokare Local Municipality for all its employees.
- 1.9 The leave rules as in this policy form the benchmark for all auditing exercises; both internal and external, as and when performed.

## **2. DEFINITIONS**

- 2.1 All expressions used in this policy which are defined in the Labour Relations Act 66 of 1995, as amended shall bear the same meaning as in the said Act and, unless the contrary intention appears.
- 2.2 Unless the contrary intention is stated or it is obvious from the context, words or expression as it is defined in the "Act", (LRA 66 of 1995), that are used in this policy, will have the same meaning as in the, "Act".
- 2.3 All references to days shall be to working days.

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<sup>6</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No.1/2010, par 2.

- 2.4 ***“Annual leave cycle”*** Means the period of twelve (12) months employment with the same employer immediately following an employees’ commencement of employment or following the completion of that employee’s existing leave cycle;
- 2.5 ***“Basic Conditions of Employment Act”*** Means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)
- 2.6 ***“Contractual Employee”*** Means an employee appointed to a post on the staff establishment of a municipality, whether for a fixed period, to perform a specific task, or on an *ad hoc* basis;
- 2.7 ***“Continuous Service”*** Means, the continuous period of employment from date of appointment and includes all periods of duly approved leave, periods of suspension and the period from the date of completing of a service contract, and not more than three months break between service contracts, from the date of commencement of the next service contract shall not be deemed to be an interruption of service, if condoned by the Municipality;
- 2.8 ***“Day”*** Means working days, i.e. Mondays to Fridays excluding public holidays unless indicated otherwise by the context;
- 2.9 ***“Emergency work”*** Means any work which, owing to a disruption in essential services, or owing to fire, accident ,storm, epidemic, act/s of violence, theft, breakdown of plant and machinery, or any other unforeseen circumstances is required to be done without delay;

- 2.10 ***“Employee”*** Shall include a temporary, permanent employee or a contractual employee as defined but excludes an independent contractor or its employees;
- 2.11 ***“Employer or Employers”*** Refers to employers/municipalities within the registered scope of the SALGBC (South African Local Government Bargaining Council); furthermore shall the employer have the meaning assigned to it in the MSA, No. 32 of 2000, “, namely means the municipality employing a person as a municipal staff member.
- 2.12 ***“Executive Committee”*** Means the Executive Committee of the FS Division of the SALGBC (SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL);
- 2.13 ***“IMATU”*** Means the Independent Municipal and Allied Trade Union;
- 2.14 ***“Municipality”*** Means the Mohokare Local Municipality, a municipality established in terms of section 12 of the Municipal Structures Act, 1998 (Act 117 of 1998), as amended;
- 2.15 ***“Night Work”*** Means work performed after 18h00 and before 06h00 the next day;
- 2.16 ***“Normal working day”*** Means any calendar day of the week in respect of which an employee is normally required to work;
- 2.17 ***“Parties”*** Means IMATU, SALGA and SAMWU;
- 2.18 ***“SAMWU”*** Means South African Municipal Workers Union;
- 2.19 ***“SALGA”*** Means South African Local Government Association;
- 2.20 ***“Permanent Employee”*** Means an employee appointed to an approved post on the staff establishment of a municipality on an open-



		ended contract;
2.21	<b><i>“Post”</i></b>	Mean an approved position on a municipality’s organizational structure to which specific duties are coupled;
2.22	<b><i>“SALGBC”</i></b>	Means the South African Local Government Bargaining Council;
2.23	<b><i>“Shift Allowance”</i></b>	Means a non-pensionable allowance; which shall be paid to employees who work on a regular rotational basis;
2.24	<b><i>“Standby Service”</i></b>	Means a period determined by the municipality during which an employee shall be available for emergency and or overtime work outside his normal working hours;
2.25	<b><i>“Trade Union”</i></b>	Means IMATU and/or SAMWU;
2.26	<b><i>“Workplace”</i></b>	Means the area or physicality where an employer/municipality requires the employee to render his or her services;
2.27	<b><i>“Year”</i></b>	Means the period of 1 January to 31 December unless indicated otherwise by the context;
2.28	<b><i>“Senior Management”</i></b>	Senior Management shall be those employees employed as a municipal manager, deputy municipal manager, executive director, head of department, and deputy head of department, director or such post as determined by the relevant Division of the Council.
2.29	<b><i>“Medical Practitioners”</i></b>	Medical Practitioners shall mean all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners)
2.30	<b>A Division of the</b>	1. Cape Metropolitan

**Council shall be the following regional structures:**

2. Eastern Cape
3. eThekweni Metropolitan
4. FS
5. Gauteng
6. Johannesburg Metropolitan
7. KwaZulu-Natal
8. Limpopo
9. Mpumalanga
10. Northern Cape
11. North-West
12. Tshwane Metropolitan
13. Western Cape.

2.31 **“MLM”**

“Mohokare Local Municipality”, which includes Smithfield, Zastron and Rouxville, - local or municipality established in terms of the Municipal Structures Act, 1998 (Act 117 of 1998), as amended;

### **3. INTERPRETATION OF THIS POLICY**

- 3.1 In the interpretation of this internal policy: the preamble as well as the various headings and sub-headings shall be taken into account in order to determine the intention of the Municipality; and
- 3.2 The male shall include the female and the singular shall include the plural and vice versa, unless the context indicates otherwise.

#### **4. LEGAL FRAMEWORK**

4.1 In the process of the development of this policy the following Acts, Collective Agreements and Government Notices, Internal MLM Council resolutions and policies were consulted:

- Municipal Systems Act 32 of 2000;
- The Basic Conditions of Employment Act 75 of 1997 as amended;
- Labour Relations Act 66, of 1995 as amended;
- SALGBC Main Collective Agreement as concluded on the 01 May 2007;
- SALGBC Collective Agreement on Conditions of Service, as concluded on the 29 December 2003,
- FS SALGBC Collective Agreement on Conditions of Service, as concluded on the 01/07/2010,
- SALGBC Collective Agreement on Disciplinary Procedure

#### **5. OBJECTIVES OF POLICY**

5.1 To give effect to the Basic Conditions of Employment Act 75 of 1997 as well as the following:

- (a) SALGBC Main Collective Agreement as concluded on the 01 May 2007;

- (b) SALGBC Collective Agreement on Conditions of Service, as concluded on the 29 December 2003,
- (c) FS SALGBC Collective Agreement on Conditions of Service, as concluded on the 01/07/2010;
- (d) SALGBC Collective Agreement on Disciplinary Procedure.

## **6. SCOPE AND APPLICATIONS**

6.1 This policy applies to all staff members of the municipality excluding the Municipal Manager and the employees reporting directly to the Municipal Manager as contemplated in the terms of Section 56 of the MSA, 2000 (Act 32 of 2000 and as amended).<sup>7</sup>

## **7. POLICY CONTENT**

7.1 The policy highlights the different categories of leave as well as the different types of leave and legislative stipulations as depicted in the various pieces of legislation, collective agreements, and government notices. The aforementioned seek to assist the employer and the employees on the management on administrative level the Benefit namely Leave. In conclusion is it the objective of this MLM policy to enhance the current efficiency and effectiveness of the MLM Benefit Administration Management, so as to ensure the sustainability of the Good Governance Practices of MLM.

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<sup>7</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No.1/2010, par 2.

## **8. APPLICATION AND APPROVAL OF LEAVE: GENERAL**

- 8.1 An employee is entitled to leave as prescribed in this policy.
- 8.2 An employee's application for leave must be applied for on the prescribed Leave application form. Such an application for leave of absence must be approved by the Head of the Directorate or his delegate in the instance of an employee, and an application by the Head of a Department by the Municipal Manager, while the Municipal Manager takes leave in consultation with the Mayor. Leave of absence, with the exception of sick-leave, is subject to the requirements of the service and shall only be valid after having been approved. The onus is on the employee to ensure that he has sufficient leave available. The application of time off as a result of overtime bank must be recommended by the immediate manager/ supervisor and approved by departmental head prior to taking such time off, recorded on a prescribed form with attachment of the attendance register and submitted to Director Corporate. Time off given will be equivalent to overtime hours worked and must be used within 3 months of earning the bank periods. Overtime bank not utilized as specified above will be forfeited
- 8.3 If the employee so requests, his leave that has been approved, may be cancelled at any time before such leave commences, by the Director Corporate Services or his delegate following a written recommendation by the Head of the Department, Municipal Manager or Mayor, depending on the case. An employee is credited with the cancelled leave.
- 8.4 Without prior permission from the Municipal Manager no employee may undertake any work for remuneration during absence from service on annual or other leave, with the exception of military leave or leave directly preceding retirement.

## **9. LEAVE RECORD**

- 9.1 All leave of absence due, granted and taken, is recorded on an electronic leave management data base entrusted to the Directorate Corporate Services, and an employee shall have access to his leave record at all reasonable times during office hours.

## **10. CANCELTION OF LEAVE**

- 10.1 Leave of absence granted to an employee, with the exception of sick leave, may be cancelled, postponed or interrupted at any time by the Municipal Manager on the recommendation of the relevant Head of the Department concerned should this be deemed necessary in the interest of the Municipality, and such employee shall be compensated by the Municipality for irrecoverable expenses or obligations entered into by him before he was notified of the postponement, cancellation or interruption. Proof of any such irrecoverable expenses is the responsibility of the employee. In instances where an employee goes on leave without completion of his/her operational requirements the leave will be cancelled, postponed or interrupted and no compensation of expenses will be paid to the employee.
- 10.2 If an employee's application for leave of absence is cancelled, postponed or interrupted, the reasons for this must be placed on record and the employee must be credited with the leave that has been cancelled, postponed or interrupted, on condition that should such leave credit arise from the postponement or interruption of an employee's compulsory leave, it is placed to the credit of the employee on the same basis, and the period for which the compulsory leave is valid is extended by a maximum of one year.

- 10.3 If an employee, whose leave of absence is interrupted, has to travel in order to resume duty, the Municipality shall pay his expenses for the travelling from there and back and such a person shall be deemed to be doing service while travelling. Postponement or interruption of leave of absence is confirmed in writing.

## **11. LEAVE CREDIT IN THE EVENT OF AN EMPLOYEE'S DEATH**

- 11.1 Should an employee die after leave has been granted to him, any taken leave shall be placed to his credit.

## **12. RESUMPTION OF SERVICE WHILE ON APPROVED LEAVE**

- 12.1 An employee who is absent on approved leave, may not voluntarily resume duty before the full period of such leave has expired, unless he receives permission to do so beforehand after his head of department has submitted an application in this regard to the Director Corporate Services. In the case of a Head of a Department, such permission must be obtained beforehand from the Municipal Manager, and in the case of the Municipal Manager the Mayor must provide the necessary approval beforehand.
- 12.2 An employee who was absent on sick leave or maternity leave may resume her/his duty earlier upon submission of a medical certificate to that effect. In the case of an employee on maternity leave, no employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.<sup>8</sup>

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<sup>8</sup> BCEA 75 of 1997, Chapter 3:25(3)

### **13. ADMINISTRATIVE RECTIFICATION OF LEAVE RECORDS**

13.1 When an employee is accidentally granted more leave than the leave due to him and takes more leave than that allowed, the amount of leave granted in excess may be deducted from leave due to him later, or the value thereof may be recovered from him. Faulty leave (positive or negative) allocation will be rectified administratively.

### **14. EXCEEDING PERIOD OF LEAVE**

14.1 When leave with or without pay is granted to an employee and he stays away from work for longer than the approved period, he is deemed absent without leave for the period after his leave expired until he returns to work. If the period of unauthorized absence exceeds ten (10) consecutive working days<sup>9</sup>, the employee is deemed to have deserted from the employment of the Mohokare Local Municipality.

### **15. CALCULATION OF PRO RATA LEAVE**

15.1 In cases where pro rata leave is calculated, fractions of a half-day and more must be added as a full day and in cases where the fractions are less than a half day, these are not taken into account.

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<sup>9</sup> Collective Agreement on Conditions of Service, Disciplinary Procedure, Par. 10



## **16. PRO RATA LEAVE WITHIN THE FIRST YEAR**

16.1 Annual leave, with full pay, may be granted to an employee on a pro rata basis in the first year of service.

## **17. LEAVE DURING PERIOD OF NOTIFICATION**

17.1 notification of termination of service must be submitted to the Director Corporate Services, The employer may not permit an employee to take annual leave during any time of notice of termination of employment.

## **18. CHANGE OF WORK WEEK**

18.1 When an employee's working week changes, his leave credit as on the day prior to the change in respect of the working week, is converted to determine the relevant equivalent, based on the number of days to which he is entitled to in the new post.

## **19. LEAVE ADMINISTRATION WHEN PROMOTION, TRANSFER OR DEMOTION OF AN EMPLOYEE OCCURS**

19.1 Should the promotion, transfer, or demotion of an employee entail an amendment in leave, earnings, the change in leave and or earnings comes into effect from the date of such promotion, transfer, or demotion.

## **20. PROGRESSION SCALE**

20.1 In the instance of salary scales that cover more than one group and which allow an employee to be promoted to the maximum of the highest group without limitations, the leave applying to the highest group shall apply.

## **21. RE-GRADING**

21.1 Where the adjustment of notches as the result of re-grading causes employees' leave benefits to be reduced, they retain the benefits to which they were previously entitled.

## **22. DIVISION OF LEAVE**

22.1 Leave of absence is divided into the following groups namely:

- Annual Leave
- Sick Leave
- Special Leave

## **23. ANNUAL LEAVE<sup>10</sup>**

- 23.1 An employer shall grant an employee the following annual leave in a leave cycle:
- 23.1.1 Twenty-four (24) days for a five-(5) day worker; and
  - 23.1.2 Twenty-seven (27) days for a six-(6) day worker.
- 23.2 An employee is required to take leave within each leave cycle as follows:
- 23.2.1 A five-(5) day worker shall take a minimum of sixteen (16) days leave; and
  - 23.2.2 A six-(6) day worker shall take a minimum of nineteen (19) days leave.
- 23.3 All accrued leave as at 31 December 2003 shall be dealt with as follows:
- 23.3.1 The value of such accrued leave shall be determined at the rate of pay as at 31 December 2003.
  - 23.3.2 Employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004.
  - 23.3.3 Notwithstanding the provisions of the fact that, employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004, an employee is entitled to retain a maximum of forty-eight (48) days of accrued leave.
- 23.4 Leave accumulated subsequent to 1 January 2004 may be accumulated to a

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<sup>10</sup> Main Collective Agreement on Conditions of Service, 01/05/2007, Par 3.1

maximum of forty-eight (48) days inclusive of those days; whereby employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004, an employee is entitled to retain a maximum of forty-eight (48) days of accrued leave.

23.5 Any leave in excess of forty-eight (48) days will be forfeited.

#### **24. ACCUMULATION OF NON-COMPULSORY (ACCUMULATIVE LEAVE) ANNUAL LEAVE<sup>11</sup>**

24.1 At the end of a leave cycle, an employee may not have more than 48 days annual leave to his credit.

#### **25. LONG SERVICE BONUS<sup>12</sup>: ADDITIONAL LEAVE FOR EMPLOYEES**

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

25.2.1	5 years service:	5 days accumulative leave plus a once off payment equal to 2% of the employee's annual salary;
25.2.2	10 years service:	10 days accumulative leave plus a once off payment equal to 3% of the employee's annual salary;
25.2.3	15 years service:	15 days accumulative leave plus a once off payment equal to 4% of the employee's annual salary;
25.2.4	20 years service:	15 days accumulative leave plus a once off payment

<sup>11</sup> Main Collective Agreement on Conditions of Service, 0105/2007, Par 3.1: 3.1.6

<sup>12</sup> Collective Agreement on Conditions of Service FS SALGBC , 01/07/2010, Par 11

- equal to 5% of the employee's annual salary;
- 25.2.3 25 years service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary;
- 26.2.4 30 years service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary;
- 25.2.5 35 years service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary;
- 25.2.6 40 years service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary;
- 25.2.7 45 years service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary;
- 25.2.8 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of clause 27.1 below, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act 75 1997 (Act 75 of 1997)
- 25.2.9 The initial date of appointment of an employee shall be maintained for the purposes of determining the actual service period of the employee and for the calculation of the long service bonus.
- 25.2.10 The long service leave must be taken within one year of receiving such leave or may be wholly or partially encashed.
- 25.2.11 Long service leave may further be acknowledged by a symbolic occasion.

## **27. PAYING OUT OF ANNUAL LEAVE**

- 27.1 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 employee shall be obliged to encash more than 48 days annual leave upon the termination of that employee's contract of employment.<sup>13</sup>

27.2 An employer must pay an employee leave pay at least equivalent to the remuneration that the employee would have received for working for a period equal to the period of annual leave, calculated-

(a) At the employee's rate of remuneration immediately before the beginning of the period of annual leave; and

(b) In accordance with section 35 of the BCEA<sup>14</sup>.

27.3 Annual leave pay due to an employee in the event of death shall not constitute part of her/his estate.

27.4 On the death of an employee, an amount equivalent to the value of the leave due to such an employee at the date of his death, must be paid out to the person nominated by the deceased, on the prescribed form that must be submitted to the Director Corporate Services, on condition that it does not exceed the number of days according to the current collective agreement which is forty eight (48) days.

27.5 If an employee has failed to nominate a beneficiary, the amount due is paid into the deceased's estate or to someone appointed by the Master of the High Court.

27.6 In calculating such amount the pro rata payment for leave due in respect of sections of an incomplete year of service or leave of which the validity has been extended is included; such amount being based on the salary earned at

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<sup>13</sup> Main Collective Agreement on Conditions of Service, 01/05/2010, Par 3.1: 3.1.7

<sup>14</sup> BCEA 75 of 1997, Section 35

the date of the employee's death.

## **28. SICK LEAVE<sup>15</sup>**

- 28.1 An employer shall grant an employee eighty (80) days sick leave in a three (3) year leave cycle.
- 28.2 The employer shall require a medical certificate from a registered medical practitioner if more than two (2) consecutive days are taken as sick leave.
- 28.3 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.

## **29. ADDITIONAL PAID SICK LEAVE<sup>16</sup>**

- 29.1 Employees who have a balance of at least 60 working days unused sick leave at the end of a three year cycle, shall receive an additional 20 working days paid sick leave to which he will be entitled in the ensuing cycle, provided that in respect of any sick leave cycle no employee shall become entitled to more than 22 working days sick leave on full pay;
- 29.2 If the maximum period of sick leave to which an employee is entitled has been granted to him and owing to reasons of health, he is not able to resume duty,

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<sup>15</sup> Main Collective Agreement in Conditions of Service, 01/05/2007, Par 3.2 & Collective Agreement on Conditions of Service, 29/12/2003, Par 8

<sup>16</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No. 1/2010, Par 14

the Municipality may grant such an employee an additional 60 working days sick leave in respect of chronic illnesses and or/illnesses requiring hospitalization, which shall be made up as follows:

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

29.3 The following conditions shall apply:

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

29.5 Employer and employee shall comply with the provisions of any applicable risk benefit insurance relating to disability; and

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

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

29.8 An employee to whom the maximum period of full and half paid sick leave has been granted, may be granted unpaid sick leave for not more than 250 working days in any cycle, provided that employer and employee comply with the provisions of applicable risk benefit policies relating to disability and provided further that where unpaid sick leave exceeds 40 consecutive days



the employer must be examined by a medical practitioner appointed by the employer. The cost of such examination shall be borne by the employer.

**30. MEASURES TO MANAGE THE TAKING, ACCRUAL AND/OR CONVERSION OF SICK LEAVE AND ADMINISTRATIVE ARRANGMENTS FOR THE TAKING OF SICK LEAVE<sup>17</sup>**

- 30.1 If an employee to whom annual leave has been granted is certified sick by a registered medical or dental practitioner after his annual leave has commenced, that part of his annual leave during which he was thus certified sick shall be converted into sick leave on submission of the prescribed certificate by such medical or dental practitioner or a traditional healer registered with a recognized professional council in terms of relevant legislation.
- 30.2 If, due to illness, an employee is unable to take annual leave already deducted, he shall be credited with an equal number of annual leave days.
- 30.3 An employee may not during any period of sick leave approved in terms of these conditions, resume service without the approval of a registered medical practitioner.
- 30.4 An employee who is absent from services due to illness must take all reasonable steps to notify his immediate supervisor (or his assignee) within an hour as soon as possible.
- 30.5 An employee to whom the maximum period of full and half paid sick leave has been granted, may be granted sick leave without pay for not more than 250 working days in any cycle if the municipality is satisfied that such an employee is not permanently incapacitated to resume his duties, provided that where

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<sup>17</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No. 1/2010, Par 15

sick leave without pay exceeds 40 consecutive days, the employee must be examined by a registered medical practitioner appointed by the Municipality. The cost of such examination shall be borne by the Municipality.

### **31. REASONS FOR GRANTING SICK LEAVE<sup>18</sup>**

31.1 Sick Leave is only granted in respect of absence from duty as a result of illness, indisposition or injury which is not the consequence of an employee's own willfulness and or misconduct.

Sick-leave will be granted for operations/treatment of a cosmetic nature unless

31.2 the necessity thereof is certified by a physician.

### **32. INDISPOSITION IN THE COURSE OF A WORKING DAY<sup>19</sup>**

32.1 Should an employee take ill and leave his work at any stage in the course of a working day, he shall be compensated in full for that day. No-sick leave application form is required in this regard.

### **33. MEDICAL CERTIFICATE<sup>20</sup>**

33.1 The employee shall be required to submit a medical certificate obtained from a registered medical practitioner if more than two (2) consecutive days are taken as sick leave.

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<sup>18</sup>MC 9F OF 13/11/1991

<sup>19</sup>MC OF 13/11/1991

<sup>20</sup> Main Collective Agreement On Conditions Of Service 01/05/2010, Par 3.2: 3.2.2 And 3.2.3

## **34. MISUSE OF SICK LEAVE**

- 34.1 Sick leave must be continuously monitored by all supervisors. The fact that sick-leave is being monitored, shall be brought to the notice of all employees.
- 34.2 Sick-leave statistics shall be supplied monthly to the Municipal Manager and Directors by Corporate Services.
- 34.3 When a head of a Directorate or his delegate suspect that an employee is misusing sick leave, a full extract of an employee's sick-leave record may be requested from the Corporate Services Directorate.
- 34.4 **IDENTIFICATION OF PROBLEM CASES**
  - 34.4.1 The following criteria may be used to identify problem cases:
    - 34.4.1.2 When an employee's work is negatively affected by the absence due to illness, irrespective of its duration or frequency; or
    - 34.4.1.3 When in a period of six (6) months the employee is absent owing to illness on three (3) or more occasions; irrespective of the duration of such absence;
    - 34.4.1.4 When it is suspected that there are reasonable grounds, in the opinion of the Head of the Directorate or his delegate, that sick-leave is being or was misused
- 34.5 When one or more of the above criteria are or become applicable, sick-leave is regarded as a problem. In such case that matter shall be investigated by the Head of the Directorate or his delegate. Depending on the merit of the case, the case shall be dealt with in one or more of the following ways:
  - 34.5.1 The employees' absenteeism record is pointed out to him by his supervisor and Head of the Directorate or his delegate and an appeal is made to the

employee to **improve his record of absenteeism whereby the following may be decided upon:**

34.5.1.1 A **medical certificate** for each day of absence may be required.

34.5.1.2 Sick-leave may be converted to **unpaid leave**.

34.5.1.3 The employee may be warned in **writing**.

34.5.1.4 A **serious written warning** can be given.

34.5.1.5 A **final warning** can be given.

34.5.1.6 The employee can be **dismissed**.

34.6 Decisions mentioned in the above, from 34.5.1.1 to 34.5.1.6, shall be made by a committee consisting of representatives of the Directorate, Corporate services and the employee's representative.

#### 34.7 **GENERAL PROCEDURES**

34.7.1 An employee, whose sick-leave was converted to unpaid leave, shall not be allowed to work before the period for which unpaid leave was granted, has expired, unless otherwise decided during the investigation.

34.7.2 The conversion of sick-leave to unpaid leave shall be confirmed in writing to the employee by the Director Corporate Services or his delegate.

#### 34.8 **PRACTICAL IMPLEMENTATION OF THE SYSTEM**

34.8.1 The monitoring of sick-leave is a line function and therefore it is the responsibility of every supervisor to monitor the sick leave of his subordinates.

- 34.8.2 The Corporate Services Director shall supply the sick-leave statistics to the Municipal Manager and the Heads of the Departments at least each month as well as including the following information:
- 34.8.2.1 The details of the employees who took sick-leave.
  - 34.8.2.2 The illness for which the employee took sick-leave.
  - 34.8.2.3 The period for which the employee took sick-leave.
  - 34.8.2.4 The starting date and expiry date of the sick-leave period.
  - 34.8.2.5 Whether or not the employee handed in a medical certificate.
- 34.9 Upon the analysis of the statistics, the heads of the Departments may determine trends and in the process identify possible employees who misuse sick-leave.
- 34.10 The main principle underlying this method to minimize the sick-leave misuse is the consistent action of supervisors.
- The consistent action by supervisors at all times will ensure that employees do not feel victimized.
- 34.11 The procedure for implementing the above-mentioned system is as follows:
- 34.11.1 Employees who took no sick leave for one (1) continuous year of service shall be granted one (1) day's additional leave, which may accumulate, calculated from the date of implementation, as recognition not taking sick leave for that year;
  - 34.11.2 The Director Corporate Service shall notify employees who qualify in writing.
  - 34.11.3 The system will come into effect on the first day of the month following the month which the policy was approved by council

### **35. HOLIDAY LEAVE INSTEAD OF SICK LEAVE<sup>21</sup>**

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

### **36. FAMILY RESPONSIBILITY LEAVE<sup>22</sup>**

36.1 Family responsibility leave applies to an employee who has been in employment with an employer for longer than four (4) months.

36.2 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:

36.2.1 The employee's child is born;

36.2.2 The employee's child is sick;

36.2.3 The employee's spouse or life partner is sick;

36.2.4 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.

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<sup>21</sup> Collective Agreement On Conditions Of Service FS Division, SALGBC , Circular No. 1/2010, Par 14, 14.3

<sup>22</sup> Main Collective Agreement, 01/05/2007, Par. 3.4 & Collective Agreement 29/12/2003

### 37. OFFICIAL BUSINESS

37. The Municipal Manager may grant leave with full salary to an employee when he has to attend a Meeting or conference concerning municipal or related affairs, or is out of town on Official business.

### 38. SPECIAL LEAVE<sup>23</sup>

38.1 As a general rule in terms of the FS Collective Agreement, Special Leave shall not exceed 20 working days in an annual leave cycle

- This limitation does not apply to the following, as listed below:

38.2 Special leave shall **not** exceed 20 working days in an annual leave cycle in the taking of the following types of Special leave namely :

(a) To attend a court of law to give evidence on being summonsed as a witness

(b) Quarantine and isolation under medical instructions

(c) Compensation for occupational injuries and diseases This limitation does not apply to the types of leave as listed below:

38.3 Special leave **may** exceed 20 working days in an annual leave cycle in the taking of the following types of Special leave namely:

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<sup>23</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No. 1/2010, Par 6.9.4

- (a) Study Leave
- (b) Leave of absence for obligatory course/study requirements
- (c) Leave for Research
- (d) Sports, art and culture events

### **39. STUDY LEAVE<sup>24</sup>**

- 39.1 Study leave shall be granted according to the FS Collective Agreement on Conditions of Service as concluded on 01/07/2010 as incorporated into this policy.
- 39.2 Study leave shall be granted on the basis of one day paid special leave for each day that an employee writes an examination plus an equivalent amount of days for preparation for the examination.
- 39.3 The Head of a Department or his delegate, which approval shall not be unreasonably refused, must approve in advance the said leave for examinations in terms of the previous clause.
- 39.4 Applications for special leave for examinations must be accompanied by written notification by the institution concerned on the specific day on which the examination shall be written. Special leave shall be granted for the days on which an examination is written.
- 39.5 Application for study leave must be submitted simultaneously with the number for examination leave.
- 39.6 After the examination applicants must submit written proof of the result of the examination that has been written. If an applicant fails to do so the days concerned will be debited against the applicants own holiday leave or be

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<sup>24</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular NO. 1/2010, Par 6.1



converted into leave without pay where no holiday leave is available.

#### **40. LEAVE OF ABSCENCE FOR OBLIGATORY COURSE/STUDY REQUIREMENTS<sup>25</sup>**

- 40.1 The fields of study must be approved in advance in accordance with the Municipality's policy and must be in accordance with the requirements of the curriculum on the approved course. Where no policy exists, the Municipal Manager or his assignee will approve the field of study.
- 40.2 An employee attending a work-related training or study course shall be granted paid special leave for the full duration of the obligatory attendance requirements.
- 40.3 An employee attending training, study course or contact sessions shall be granted up to ten (10) day's paid special leave and thereafter; one day's paid special leave for every day's leave taken by the employee.
- 40.4 Leave for examination and study purposes shall be granted twice per subject/module to allow for supplementary examinations.
- 40.5 The management of examination and study leave does not apply to compulsory training initiated by the employer.

#### **41. LEAVE FOR RESEARCH<sup>26</sup>**

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

<sup>25</sup> Collective Agreement on Conditions of Service, SALGBC FS, Circular No. 1/2010 Par. 6.2

<sup>26</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No.1/2010, par 6.3

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

Study period in service x 10 days

Actual Study period

## **42. TO ATTEND A COURT OF LAW TO GIVE EVIDENCE ON BEING SUMMONSED AS A WITNESS<sup>27</sup>**

- 42.1 On receipt of a written subpoena, an employee who is summonsed to attend to a court of law as a witness shall be granted paid special leave for the period of absence from duty, provided that any witness fee received, excluding a travel and subsistence allowance shall be reimbursed or recovered from the employee whatever the case may be.
- 42.2 Any employee who is arrested and appears in court as a result of charges laid by his employer and who is later acquitted shall be granted paid leave for the period of incarceration.

## **43. SPORT, ART AND CULTURE EVENTS<sup>28</sup>**

- 43.1 An employee who is elected by a recognized amateur or professional sports, arts and culture association, whereby the association must be recognized by NOCSA or the Council of Sport of South Africa and Council for Art and Culture, to:

<sup>27</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No. 1/2010, Par 6.4

<sup>28</sup> Collective Agreement on Conditions of Service SALGBC , Par. 6.5

- 43.1.1 Represent South Africa or any province as participant in international or national sport, art and cultural competitions inside as well as outside the Republic of South Africa;
- 43.1.2 Accompany teams that will represent South Africa at international sports competitions inside as well as outside the Republic of South Africa as coach or manager;
- 43.1.3 Officiate at National or International events shall be granted paid special leave for these purposes.

#### **44. QUARANTINE AND ISOLATION UNDER MEDICAL INSTRUCTIONS<sup>29</sup>**

- 44.1. Where a registered medical practitioner has placed an employee under quarantine/in isolation in terms of the Public Health Act 1977 (Act 63 of 1977) or any regulations in force there under, such an employee shall be granted paid special leave, provided that the medical certificate issued bears details of the period of absence and the reason thereof.

#### **45. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES<sup>30</sup>**

- 45.1 An employee who sustains an injury or contracts an illness in the course of his official Duties, such as to entitle the employee to compensation in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), as amended, shall be granted paid special leave for the period of temporary incapacitation.

<sup>29</sup> Collective Agreement on Conditions of Service FS Division SALGBC Circular No. 1/2010, Par 6.6

<sup>30</sup> Collective Agreement on Conditions of Service, SALGBC, FS Division, Par 6.7

- 45.2 The special leave granted to an employee who sustains an injury or contracts an illness in the course of his official duties shall not be deducted from sick leave standing to the credit of an employee.
- 45.3 An employee who sustains an injury or contracts an illness in the course of his official duties shall continue to receive his normal pay from the employer in the following circumstances:
- (a) Until payments for loss of income are received from the Compensation Commissioner under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), as amended or under an applicable benefits policy.
- 45.4 Should an employee receive payments for loss of income from the Compensation Commissioner under the said Act the employer may pay an amount not exceeding the difference between the normal pay he receives from the employer and any periodical payments in lieu of loss of income received under the said Act or applicable policy?

## **46. LEAVE WITHOUT PAY<sup>31</sup>**

- 46.1 (Remuneration for this purpose as referred to in the Basic Conditions of Employment (Act of 1997).
- 46.2 Leave without pay as approved by the Municipal Manager or his assignee, which approval shall not be unreasonably withheld, shall be subject to the following conditions:
- 46.3 Leave without pay shall be granted only when all available vacation, long service and/or sick leave has been exhausted.

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<sup>31</sup> Collective Agreement on Conditions of Service , SALGBC, FS Division, Circular No. 1/2010, Par 6.8

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

#### **47. APPLICATION FOR SPECIAL LEAVE<sup>32</sup>**

- 47.1 Exigencies of the service must be taken into consideration.
- 47.2 Supporting documents, where required, must be provided with the application.
- 47.3 Application for special leave must be approved by the Municipal Manager or his assignee and will be considered in a bona fide manner.
- 47.4 The special leave will not be unreasonably refused.
- 47.5 The ex-gratia grant shall be calculated at the current subsistence cost per day (as contained in the travel and subsistence cost policy of the Council for group one employees).

#### **48. STUDY AID SCHEME: ATTENDANCE OF CLASSES DURING WORKING HOURS<sup>33</sup>**

- 48.1 The envisaged qualification shall be a post requirement of the employee's

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<sup>32</sup> Collective Agreement on Conditions of Service, SALGBC, FS Division, Circular No. 1/2010 Par. 6.9

<sup>33</sup> EC 8.16 OF 17/01/1996

present post.

- 48.2 Proof shall be submitted that classes cannot be offered on a part-time basis.
- 49.3 The application shall be motivated by the Head of the Directorate concerned and take effect on the date of approval by the Director of Corporate Services.
- 48.4 No application shall be approved retrospectively and in such case the applicant will have to take vacation leave.
- 48.5 A monthly report of the hours granted and used for attendance of classes during working hours the previous month shall be submitted to the Leave Registry Section.
- 48.6 Absenteeism shall include travelling time and for every 16 hours' absenteeism, one day's vacation and one day's special leave shall be deducted from the employee's annual leave.
- 48.7 A standing agreement is entered into by the employee of the Council before commencement of attendance of classes, failing which shall result in withdrawal of the approval and in such case all absenteeism shall be regarded as vacation leave.
- 48.8 Progress with attainment of the qualification shall be monitored by the Head of the Directorate, whereby the following directives shall apply:
  - 48.8.1 The approval to attend classes during working hours shall be withdrawn if the applicant is not successful;
  - 48.8.2 Approval of the study leave shall be considered on the basis of the applicants' previous performance.

#### **49. MATERNITY LEAVE INCLUDING ADOPTION LEAVE**

- 49.1 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<sup>34</sup>

- 49.2 To qualify for paid maternity leave, an employee must have one (1) years' service With the employer.<sup>35</sup>

## **50. LEAVE FOR SHOP STEWARDS**

In this policy, the leave for shop stewards have been arranged according to the various headings as it appear in the Main Collective Agreement, 01/05/2007.

### **50.1 ELECTION OF SHOP STEWARDS**

- 50.1.1 In the instance of the elections of shop stewards the employer shall allow 3 (three) hours during working time for shop steward elections, per constituency. The 3 (three) hours need not be continuous but shall be held prior to lunch breaks or knocking-off time<sup>36</sup>.
- 50.1.2 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.
- 50.1.3 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 hereafter recognize the shop steward. The shop steward may, however, make

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<sup>34</sup> Main Collective Agreement, 01/05/2007, Par 3.3

<sup>35</sup> Main Collective Agreement, 01/05/2007, Par 3.3, 3.3.2

<sup>36</sup> Main Collective Agreement, 01/05/2007, Par 2.4.5

himself or herself available for re-election;

## **50.2 SHOP STEWARDS' OBLIGATIONS**

- 50.2.1 Shop stewards shall do everything reasonably necessary to ensure adherence to agreements, procedures, terms and conditions of employment, regulations and Safety rules and applications to the employer.
- 50.2.2 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.
- 50.2.3 Except as otherwise provided for in this agreement, or any other A 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.

## **50.3 MEETINGS AND FACILITIES**

The shop stewards shall be entitled to meet with members in their Respective Constituencies for a period of 2 (two) hours per month.

- 50.3.1 The shop stewards' committee shall be entitled to hold 4 (four) general meeting with members per year. Any such meeting shall be held during working hours for not more than 2 (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 withheld.

- 50.3.2 A shop steward's committee shall be entitled to meet for a period not exceeding 2 (two) hours per month during working time.<sup>37</sup>

#### 50.4 **FULL-TIME SHOP STEWARDS**

- 50.4.1 Shop stewards shall be entitled to 15 (fifteen) days per year with full pay during working hours for trade union activities and training.
- 50.4.2 Six (6) days of each shop stewards 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 the total days in the pool are not exceeded.
- 50.4.3 Further requests for time off for shop stewards shall not be unreasonably refused.<sup>38</sup>
- 50.4.4 Within 7 (seven) days of the conclusion on election, the trade union shall inform the employer, in writing, of the full names, of the elected full time shop steward(s).
- 50.4.5 All applications of leave of Full time shop stewards will be dealt with in accordance with the applicable conditions of service and will be authorized by the relevant trade union subject to the provisions that the person designated to be the designated member of the employer is duly informed.<sup>39</sup>

#### 50.5 **TRADE UNION OFFICE BEARERS**

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<sup>37</sup> Main Collective Agreement, 01/05/2007, Par 2.4.7

<sup>38</sup> Main Collective Agreement, 01/05/2007, Par 2.4.8

<sup>39</sup> <sup>39</sup> Main Collective Agreement, 01/05/2007, Par 2.5.7.6 & 2.5.9.1

- 50.5.1 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 the Labour Relations Act 66 of 1995 in addition to time off for shop stewards.
- 50.5.2 Each trade union shall have its president granted full-time status, paid for by his or her employer.
- 50.5.3 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.
- 50.5.4 If the provisions of the previous clause are invoked, the salary or wages of the Office Bearer will be continued 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 respective trade union should this be the case on terms and conditions as agreed by the relevant Municipality and Trade Union concerned.
- 50.5.5 Should a Trade Union not exercise its option in terms of 3 (three) National Office Bearers, such National Office Bearer shall be entitled to 20 (twenty) days per Annum on full pay during working hours to perform trade union activities.
- 50.5.6 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.
- 50.5.7 A trade union shall be entitled, if it has not fully utilized its R200 000.00 (two Hundred thousand rand) subsidy, to utilize the remaining allocation to

pay for any Unpaid leave that the National Office Bearers may require taking. Such additional leave may not be refused by the employer concerned.

50.5.8 The figure of R200 000.00 (two hundred thousand rand) referred to with regard to the 3 (three) National Office Bearers with full time status, shall be renegotiated in the Council each year.

50.5.9 Provincial (SAMWU) or Regional (IMATU) Office Bearers shall be entitled to 15 (fifteen) additional days, per annum on full pay.

50.5.1 Branch (SAMWU) or sub-region (IMATU) Office Bearers as set out in Annexures “B1” and “B2” shall be entitled to additional ten (10) days on full pay.

#### 50.6 REPRESENTATION ON STATUTORY AND OTHER BODIES

### **51. SPECIAL LEAVE: ATTENDANCE OF OVERSEAS CONGRESSES / SEMINARS / WORKSHOPS**

51.1 Special Leave shall be granted to employees when they are seconded in their capacity as member of a recognized institute to represent such institute at overseas congresses/seminars/workshops.

51.2 Travel and subsistence costs, in accordance with the MLM Leave Policy shall be paid to employees when they are seconded in their capacity as president or as secondi of the president of a recognized institute to represent the institute at overseas congresses/seminars/workshops.

### **52. PAYMENT OF EX GRATIA GRANTS: SPORTSMEN AND WOMEN, COACHES AND**

## **UMPIRES**

- 52.1 The payment of ex gratia grants to sportsmen and women in the service of the Mohokare Local Municipality who represent South Africa at national level, is delegated to the Municipal Manager<sup>40</sup> in accordance with the following directives:
- 52.2 National colours shall be attained by the sportsman or woman, and that the sportsman or sportswoman shall represent South Africa abroad. The ex gratia grant shall be calculated at the following subsistence allowance per day: R 196-00 per day or part thereof (Maximum 30 days).<sup>41</sup>

## **53. UNAUTHORISED ABSENCE FROM WORK**

- 53.1 Any absence of an employee from work without approved leave or the express permission of the Municipal Manager or his assignee will be treated as if the employee is absent without leave.
- 53.2 Whenever an employee who was absent without leave returns to work she/he must complete a leave application form.
- 53.3 The number of days of her/his absence is deducted first from the annual leave to her/his credit. If she/he does not have sufficient annual leave to her/his credit, she/he must apply for unpaid leave.
- 53.4 Notwithstanding the fact that an employee may have sufficient leave to her/his credit to cover any unauthorised absence from work, the employee's Head of Directorate of his assignee, must make arrangements on such an employee's return to work that the employee be charged with misconduct.

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<sup>40</sup> MC OF 15D OF 11/09/1991

<sup>41</sup> Approved by Council on 31/08/ 2006 under item 105A16

**54. HANDLING OF EMPLOYEES' ABSENTEEISM: STAY AWAY, PROTEST ACTION, BOYCOTTS, RIOTING AND OTHER ACTION<sup>42</sup>**

- 54.1 In the case of employees engaged in an essential service or maintenance service who participate in protest actions, boycotts, unrest, rioting and other similar actions, where the ensuing result is to report late for duty and also unauthorized absence, the principle of, "no work no pay", and the right to discipline shall apply.
- 54.2 The principle of 'no-work-no-pay' is not a punishment. When an employee expends his energy and effort in a productive task, a predetermined salary rewards his performance. Employees are compensated for contributing their labour. When there is no contribution, there is no compensation in return. It is a covenant between two parties that provides for equal and reciprocal responsibility.
- 54.3 Employees not engaged in an essential service or maintenance service who participate in protest action or other similar actions and who complied with the provisions of the Act as stipulated in section 77 of the Labour Relations Act (Act 66 of 1995) shall forfeit their salaries and wages for the hours or days not worked.
- 54.4 In the case of employees who do not comply with the provisions of the Act and who participate in these actions, the principle of, "no work no pay", and the right to discipline shall apply.

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<sup>42</sup> EC 28.26 OF 20/09/995

- 54.5 Employees shall not be entitled to take vacation leave for the period of the planned Stay Away, Protest Action, Boycotts and other Action once it has been announced. If an employee takes vacation leave following the announcement of the mentioned action, the necessary deductions shall be made from such an employee's salary or wages.
- 54.5 If during the period of protest actions, boycotts, unrest, rioting and other similar actions an employee is intimidated and as a result thereof report late for duty, or have to leave the workplace before his/her official work shift has been completed, such an employee shall not be penalized financially on provision that the employee has at least completed 80% (eighty percent) of the work shift of the position he/she occupies.
- 54.6 The provisions of the conditions of service under normal circumstances shall still be applicable as far as unauthorized absence and late reporting for duty are concerned.
- 54.7 If during the period of protest actions, boycotts, unrest, rioting and other similar actions the Municipal Manager may deem it necessary to close down a specific work area or place owing to threats and fear of intimidation, the principle of no work no pay shall be applicable.
- 54.8 If during the period of protest actions, boycotts, unrest, rioting and other similar actions an employee falls ill the Sick-leave shall be dealt with in accordance with the provisions of the conditions of service, except that a medical certificate must be presented from the first day of absence.
- 54.9 The unauthorized absence of non-salaried and time-sheet workers on such days shall be recorded on the time-sheets and dealt with accordingly.
- 54.10 The unauthorized absence of salaried employees on such days shall be reported to the Chief Financial Officer by means of a letter, in order to enable the Directorate to implement the necessary deductions.
- 54.11 No leave form should be completed if an employee is absent from the work without authorization.

## **55. DEALING WITH ABSCONDMENT<sup>43</sup>**

- 55.1 In the event that the Employee has absented himself for a period of more than ten (10) days without notification to the Employer, such an Employee shall be deemed to have absconded from duty.
- 55.2 The employer will make every possible attempt to establish where the Employee is and will make sure issue a letter to the Employee informing the Employee of his alleged abscondment.
- 55.3 The Employee, if he reports for duty after the aforementioned steps referred to in the previous two (2) stipulations on the dealing with Abscondment have been taken, will be afforded the opportunity to make verbal or written representations prior to the decision to terminate his services.

## **56. ABSENCE WITHOUT LEAVE<sup>44</sup>**

- 56.1 Employees should attend work regularly and punctually.<sup>45</sup>
- 56.2 An employee must request permission in advance for any leave of absence where possible.<sup>46</sup>
- 56.3 An employee must refrain from being absent from duty without leave or permission, except on good cause.<sup>47</sup>

<sup>43</sup> SALGBC, Disciplinary Procedure, Collective Agreement, Paragraph 10.

<sup>44</sup> SALGBC, Disciplinary Procedure, Collective Agreement, Paragraph 10.

<sup>45</sup> SALBGC, Disciplinary Procedure, Collective Agreement, Annexure A, Standard of Conduct 1.2.1

<sup>46</sup> SALGBC, Disciplinary Procedure, Collective Agreement, Annexure A, Standard of Conduct 1.2.6

<sup>47</sup> SALGBC, Disciplinary Procedure, Collective Agreement, Annexure A, Standard of Conduct 1.2.7

56.4 The matter of absence without leave shall be dealt with in terms of the SALGBC Collective Agreement on Disciplinary Hearings, Paragraph 2.

56.5 In accordance with the Disciplinary procedure any sanction that is imposed for misconduct will be intended to deter future repetition of that behavior. The sanction imposed shall be based on the seriousness of the offence and considering the employee's disciplinary record.<sup>48</sup>

**57. PARTICIPATION OF MUNICIPAL STAFF MEMBERS AS CANDIDATES FOR NATIONAL, PROVINCIAL AND MUNICIPAL ELECTIONS<sup>49</sup>**

**57.1 STAFF MEMBERS AS CANDIDATES FOR AND BECOMING MEMBERS OF LEGISLATURES<sup>50</sup>**

57.1.1 A staff member who is issued with a certificate in terms of section 31(3) of the Electoral Act (Act No.73 of 1998), or sections 15 (3) or 18(1) (d) of the Local Government: Municipal Electoral Act (Act No. 27 of 2000), stating that she or he is a candidate in an election, shall, not later than the next working day, inform the Municipal Manager or his delegate in writing thereof and present a copy of the certificate.

57.1.2 A staff member who has been issued with a certificate as contemplated in sub-regulation (1) shall be deemed to be on annual leave from the date following the date on which the certificate was issued until, if she or he –

(a) Is elected and accepts the election, the date immediately before the

<sup>48</sup> SALGBC, Disciplinary Procedure, Collective Agreement, Annexure A, Standard of Conduct 2.1

<sup>49</sup> Government Notice No. 33285, Vol. 540, 18/06/2010

<sup>50</sup> Government Notice No.33285, Vol.540, 18/06/2010



date she or he assumes office;

(b) Is elected, but declines the election, the date on which she or he declines the election; or

(c) Is not elected, the date on which the result of the election is declared in terms of section 190 of the Constitution.

57.1.3 If a staff member has insufficient annual leave, she or he shall be deemed to be on unpaid leave for the period in question.

57.1.4 Subject to section 21(2) of the Local Government: Municipal Structures Act (Act No. 117 of 1998), a staff member who has been elected as a member of the National Assembly, a provincial legislature, a municipal council, and or nominated to the National Council of Provinces shall be deemed to have resigned from the municipality concerned with effect from the day prior to the date on which she or he assumes office.

## 57.2 **MAINTAINING CONTINUITY OF JOB FUNCTIONS AND SERVICES<sup>51</sup>**

57.2.1 When a staff member has been granted leave in terms of sub-regulation 2, the municipality must ensure the continuity of the job functions, responsibilities and accountability by appointing another staff member for the duration of leave granted to act on behalf of that staff member who is a candidate in the elections.

## 57.2.2 **STAFF MEMBERS WITH PERFORMANCE AGREEMENTS<sup>52</sup>**

57.2.3 When a staff member has been granted leave in terms of sub-regulation 2, the

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<sup>51</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 4

<sup>52</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 5

municipality shall ensure that arrangement are made to continue the implementation of all performance objective, targets and timeframes, main tasks, (including projects relevant to the employers responsibilities) as set out in the performance plan for the duration of the leave that has been granted to the staff member who is a candidate in the elections.

57.2.4 Leave that has been granted to a municipal staff participating as a candidate shall not unduly or adversely affect that staff member in elections. The leave shall be taken in to account in the municipality's performance management system and in that staff member's performance assessment and annual performance appraisal.

57.2.5 If no performance agreement has been entered into between the municipality and the municipality staff member who participates as a candidate in elections, the municipality shall ensure that arrangement are made to continue the implementation of all the main tasks of the job for the duration of the leave that has been granted to the staff member participating as a candidate in elections.

### 57.3 **USE OF A MUNICIPALITY'S EQUIPMENT AND FACILITIES<sup>53</sup>**

57.3.1 A municipal staff member, participating as a candidate in elections, may not use –

- (a) Any equipment, finance, revenue, and facilities, that belongs to and are wholly provided by the municipality, for the purpose of promoting his or her candidate in elections, excepts facilities such as community halls, and any public amenities, which may be accessed through the normal and legal procedure and by-laws that apply to all members of the public, political parties, community and professional institutions;

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<sup>53</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 6

and

- (b) Any other property, whether movable or immovable, that belong to and are wholly owned by the municipality, including, but not to limited to communication technology, land-line telephone, cell phones, municipal funds, stationary, photocopying machines, computers, signatures and emblems, vehicles, e-mails, faxes, postage facilities and address lists, internet resources, for purposes of promoting his or her candidature in elections.

#### **57.4 USE OF A MUNICIPALITY'S DATA AND INFORMATION<sup>54</sup>**

- 57.4.1 A staff member, participating as a candidate in elections, may not use any data and information, which is not in the public domain, belongs to and is funded and managed by the municipality, for the purpose of promoting his or her candidature in elections.

#### **57.5 USE OF ACCEPTANCE OF ANY ASSISTANCE FROM OTHER STAFF MEMBER/S<sup>55</sup>**

- 57.5.1 (i) A staff member, who participates as a candidate in elections, may not use the services of any staff member of a municipality including staff members directly or indirectly reporting to that staff members, for purposes of promoting his or her candidature in elections or for undertaking any direct or indirect activities while carrying out their daily duties and responsibilities as staff members of the municipality.

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<sup>54</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 7

<sup>55</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 8

- (ii) A staff member, who participates as a candidate in elections, may not accept or receive any assistance directly or indirectly from staff members of a municipality while carrying out their daily duties and responsibilities as staff members of the municipality, for the purposes of promoting his or her candidature in elections.

## **57.6 THE MUNICIPALITY’S RIGHT TO URGENTLY REQUEST CRITICAL INFORMATION AND DOCUMENTS FOR PURPOSES OF BUSINESS CONTINUITY AND MANAGEMENT OF THE MUNICIPALITY<sup>56</sup>**

- 57.6.1 Should a need arise, and depending on the seniority of a staff member, a municipality may instruct the staff member who participates as a candidate in elections, even while on leave, to urgently attend a meeting of the municipality and or to provide urgent and critical information and documents for purposes of business continuity, the efficient and effective management of the municipality, financial accountability and for the maintenance of good governance policies and procedures.

## **57.7 BREACH OF THIS POLICY<sup>57</sup>**

- 57.7.1 Non-compliance with the policy stipulations of the Participation of Municipal Staff Members as Candidates for National, Provincial and Municipal Elections by a Municipal Staff Member when Participating as a Candidate for National, Provincial and Municipal Elections will be regarded as misconduct.

## **57.8 DATE OF EFFECT OF THIS POLICY<sup>58</sup>**

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<sup>56</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 9

<sup>57</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 10

<sup>58</sup> Government Notice No. 33285, Vol. 540. 18/06/2010, Paragraph 11

57.8.1 This policy regarding Leave and the portion dealing with the participation of Municipal Staff Members as Candidates for National, Provincial and Municipal Elections by a Municipal Staff Member when Participating as a Candidate for National, Provincial and Municipal Elections; with possible amendments; will come into operation on the date of its promulgation.

## **58. AUTHORITY**

Formulation	:	Human Resources Policies
Authorization and approval	:	Council
Ownership and maintenance	:	Human Resources Policies

## **59. IMPLEMENTATION**

61.1 This internal policy will be effective from the first day of the calendar month following the date on which Council has approved this internal policy.