

BUSINESS PROCESSES – HR (PERSONNEL)

RECRUITMENT

Advertisement

- Upon receipt of vacancy requisitions from SBUs, Assistant Manager – Personnel verifies the following:
 - ❖ If the position is on the approved organogram
 - ❖ Whether the position has been budgeted for within the financial year
 - ❖ Positions not on the approved organogram or not budgeted for will not be advertised
- Chief Recruitment officer drafts an advert for the Municipal Manager's approval to be advertised internally/externally
- Once MM approves, the advert is sent to Communications SBU for design
- The designed advert is immediately released on email and internal notice boards if it is an internal advert for a minimum period of 3-5 days
- If it is External it is sent to various publications for quotations (local and national) by SCM, payment processes are carried out with SCM.
- The advert is then released on the chosen publications and runs for a minimum period of 3-5 days.

Receipt of applications

- All applications are date stamped as they come in.
- Applications received within the specified period are recorded in the register and captured on an excel spreadsheet by Personnel Assistants.
- Chief Recruitment Officer reviews the register and spread sheets for accuracy and completeness.
- CRO will thereafter draft reports for shortlisting per position to be approved by the relevant SBU Managers/Directors or MM depending on the level of the position

Shortlisting

- The directorate and SBU in which the advertised vacancy exist together with the HR SBU are responsible for shortlisting of candidates as well as trade unions as observers.
- The composition of the shortlist panel must be reasonably representative of all relevant stakeholders.
- A shortlist is drawn up in terms of clause 5.3.1 and with the criteria as set out in clause 5.2.4 of the Recruitment Policy:
 - ❖ A formal shortlist of MM must be submitted to EM for approval.
 - ❖ A formal shortlist for Section 57 Managers, Managers and Assistant Managers must be submitted to MM for approval
 - ❖ A formal shortlist of positions on level 4 to 9 must be submitted to the Director of the SBU for approval
 - ❖ A formal shortlist of positions on level 10 to 20 must be submitted to the Manager of the SBU.
- The shortlist must be signed by all stakeholders involved in the process.
- A shortlist report is then compiled to seek approval to proceed with interviews and submitted to the relevant official in line with delegations (clause 5.2.4).

Interviews

- Upon approval of the shortlist, interviews are arranged by HR.
- The composition of the interview panel must be reasonably representative of all relevant stakeholders inclusive of trade unions.
- The relevant directorate is allowed to send two(2) representatives to the interviews and interviews may not proceed without an official from HR.
- Five (5) days prior HR must invite the panel to attend the interviews as well as recognized trade unions but if trade unions are absent the interviews are to continue as their role is limited to observer.
- Candidates are invited to the interviews at least five (5) days prior and must be informed of what will be required from them and the type of interview to be conducted.
- The panel will sign Declaration of interest and oath of secrecy forms prior to the interviews.
- All candidates interviewed for the same position must be asked identical questions to ensure equitable evaluation.
- At most 10 questions may be asked, 4/5 technical questions and 5/6 general questions.

Interviews continued

- The recruitment sub unit will scrutinize the original documents of candidates if necessary; make copies, the panel will ask the candidate to present all originals within 7 days if not in possession.
- During the interviews the panel will complete score sheets per candidate.
- At the end the scores are consolidated by HR and recorded on a panel decision form, the recommended candidate and backup candidates are recorded on the same form and the panel signs to affirm their decision.
- The Manager HR or his/her nominee collects all interview documents and ensure that the decisions and all proceedings have been recorded both electronically and otherwise.
- Background checks (qualification verification, criminal record, reference checks) are conducted on all recommended candidates.
- Security screening and vetting is confined to post level 0 to 3, other positions are vetted or screened upon request by the business unit based on sensitivity of the position.
- An interview report is compiled by HR to seek approval to appoint in line with the interview panel's decision once the checks have been finalised; and submitted to the relevant official.
- Once approved the report is submitted to the official responsible for appointments to commence with the appointment process.

APPOINTMENTS

Appointments

- The Senior Personnel Officer responsible for appointments receives the appointment report from the Recruitment sub – unit.
- An appointment letter is drafted and submitted to the Municipal Manager for signature.
- Once the appointment letter is signed the candidate is informed and the letter is either send or collected by the candidate.
- The candidate is given five (5) days to either accept or decline the offer in writing on the space provided on the letter; or if there is any additional information to be provided to submit a separate letter.
- If the candidate declines the offer an appointment letter will be drafted for the next in line as recommended by the interview panel for the Municipal Manager's signature and the latter procedure will be followed.
- The candidate commences work on the date indicated on the appointment letter or on the acceptance letter if any.
- The candidate completes all relevant HR forms (e.g. personal, banking, medical aid, pension fund, housing, travel, etc.) and submit all relevant documentation as indicated in the appointment letter on the commencement date.
- All documentation is filed in a newly created labeled employee file and an employee number is allocated.
- The candidate is handed over to the Training Section for the initial induction

Appointments continued...

- A profile is created on the payroll system and all the information relating to the employee is captured accordingly (i.e., personal, post, salary, tax, banking, leave, employment equity, etc).
- Once information is captured on the system, an advice is written and submitted to Salary Section informing them of the appointment and the benefits attached to the position.
- Medical aid forms are forwarded to the relevant medical aid through their representatives and Pension/Provident fund forms are also send to the relevant offices through postal services.
- Once the initial induction is complete the candidate is handed over to their Directorate/SBU.

LEAVE ADMINISTRATION

Leave

- The employee's leave information is captured on the payroll system.
- The Senior Personnel Officer responsible for leave registers the employee on the Employee Self Service System and links it to the relevant approver in the directorate aligned with reporting lines as per organizational structure.
- If the employee's type of work does not require a computer the employee is then linked to an impersonator to apply for leave on their behalf as and when the need arises
- The new employee gets allocated login credentials to start operating on the ESS system.
- When an employee applies for leave a notification is send to the approver and five (5) days are allocated before the system escalates it to the next approver.
- During escalation both the employee and the approver are notified, also serves as a reminder.
- Once the leave is approved it is escalated to the ESS Administrator whom will ensure that relevant supporting documents if any have been submitted prior final approval.
- Leave approved by ESS Administrator deducts the leave balances on both the VIP and ESS Systems and will appear in the employee's leave history.
- If an employee has not submitted the relevant documentation the ESS approver will request such from the employee and if not submitted the leave will be converted to annual leave.

Leave continued...

- If the employee applied for the wrong type of leave such leave will be declined by the ESS Administrator and a notification to re-apply will be send to the employee via email.
- Once all leave has been approved the transactions are printed and filed in employees leave files.

LEAVE BONUS

Leave Bonus

- An employee who completes one year uninterrupted service with the municipality is entitled to get a leave bonus equal to one month salary.
- The bonus is payable one month before the appointment date (Management Agreement)
- Each month a name list of employees eligible to get bonus is prepared by the Personnel Section (according to Directorates).
- The compiled list will be checked against a list provided by the payroll section for verification as well as on the VIP system.
- After verification an advice with the following will be compiled and send to Salaries for payment:
 - ❖ Surname and initials
 - ❖ Employee number
 - ❖ Job title
 - ❖ Strategic Business Unit
 - ❖ Job Level
 - ❖ Salary Notch
 - ❖ Appointment date
 - ❖ Bonus month
- The responsible official assigned to administer Leave bonuses will sign the advice.
- The advice should have a date and an advice number.
- The advice is then submitted to Salary section with attachments (e.g. the name list, etc) for implementation.
- A copy will be filed in the Leave Bonus File

LEAVE ENCASHMENT

Annual Leave Encashment

- Employees may only sell accumulated 8 days leave, compulsory leave cannot be encashed.
- Employees may only sell leave in the month that the employee is appointed.
- An employee must apply in writing during February each year for the following financial year to sell leave.
- Employees' signed Encashment Application forms are sorted monthly by the Personnel Assistant responsible for Leave(per date of appointment)
- Each month a names list for selling of leave days is prepared by the leave section.
- Availability of leave days for each employee is verified on the VIP system by the leave section official.
- Available leave days to be encashed are captured/deducted on the system (with the advice number corresponding with the advice send to Salaries)
- An advice entailing the following details is written and submitted to Salary section for implementation:
 - ❖ Surname and initials
 - ❖ Employee number
 - ❖ Job title
 - ❖ Strategic Business Unit
 - ❖ Job level
 - ❖ Salary Notch
 - ❖ Appointment date
 - ❖ Number of days sold
- The responsible official assigned to administer Leave encashment will sign the advice;
- The advice should have a date and an advice number.
- The advice is then submitted to Salary section with attachments (e.g. the name list, etc) for implementation.
- A copy will be filed in the Encashment File

LONG SERVICE RECOGNITION

Long Service Recognition Leave Encashment

- An employee who was appointed after 1st July 1986 shall qualify for the following additional leave as recognition for long service at the same employer, which shall be only on the date on which the various periods of continuous service have been completed :
 - After:-
 - ❖ 10 years of service – 10 working days
 - ❖ 15 years of service – 20 working days
 - ❖ 20 years of service – 30 working days
 - ❖ 25 years of service – 30 working days
 - ❖ 30 years of service – 30 working days
 - ❖ 35 years of service – 30 working days
 - ❖ 40 years of service – 30 working days
 - ❖ 45 years of service – 30 working days
- An employee who was appointed before 1st July 1986 shall qualify for long service recognition on an individual "contractor to holder" principle on the 5% bonus scheme as was applicable up to 1st July 1986.
- The long service recognition leave may be wholly or partially converted to payment on the date on which the employee qualifies for it or at any stage thereafter subject to budget provisions.
- When an employee terminates services, long service recognition leave balances does not form part of the overhead maximum of 48 days leave that may be paid out as per Main Agreement.
- An employee wishing to convert or encash their long service recognition leave completes an application form at the Leave section, indicating the number of days to be encashed and on which month.
- An advice is written and submitted to salaries during the relevant month indicating how many days should be paid out to the employee.
- Copies of the encashment are filed in the employee's leave file,

Long Service Recognition Watches

- Employees whom have completed 20 years of service with Polokwane Municipality shall further qualify for a Gold Wrist Watch in line with the Personnel Code.
- A list is extracted from the Payroll system annually and categorized into qualifying months.
- Eligible employees get a congratulatory email from the Personnel Section in the beginning of the qualifying month with specifications of the watches.
- The watch is chosen by the qualifying employee him/herself and a quotation is submitted to the Leave Section for processing of the payment.
- The payment process is carried out between Personnel, SCM and Expenditure.
- The proof of payment is then forwarded to the supplier.
- The Personnel Official collects the watches and hands them over to the relevant officials.
- All records are filed in the Long Service Recognition File

HOUSING SUBSIDY

- Housing Subsidy
- An employee who has a mortgage bond is entitled to a housing subsidy amounting to a flat rate R742.00 per month in line with the Main Collective Agreement.
 - The amount is reviewed annually by the SALGBC during the annual salary increase period.
 - An employee completes a housing subsidy application form.
 - The form is taken to the relevant financial institution for authentication of the financial information and it is stamped accordingly.
 - The application form is then submitted to the HR Manager for approval.
 - Once the application is approved an advice is submitted to salary section for payment of a monthly housing subsidy to the employee.
 - The advice will obtain the following information:
 - ❖ Surname and initials
 - ❖ Employee number
 - ❖ Job title
 - ❖ Strategic Business Unit
 - ❖ Salary Notch
 - ❖ Appointment date
 - ❖ Housing aid amount
 - The advice should have a date and an advice number as well as the signature of the person writing the advice.
 - The approved housing aid application form, a copy of the lease agreement together with a copy of the advice will be filed in the employee's personal file
 - Verification of housing aid records is conducted by the Personnel Section once a year during the month of October.

HOUSING AID

- Housing Aid
- Employees who utilizes rental accommodation are entitled to a housing aid equivalent to half of the monthly rent to a maximum of R500.00 in line with the Personnel Code.
 - An employee completes a housing aid application form.
 - The employee attaches a copy of a signed lease agreement and the form is then submitted to the HR Manager for approval.
 - Once the application is approved an advice is submitted to salary section for payment of a monthly housing aid to the employee.
 - The advice will obtain the following information:
 - ❖ Surname and initials
 - ❖ Employee number
 - ❖ Job title
 - ❖ Strategic Business Unit
 - ❖ Job Level
 - ❖ Salary Notch
 - ❖ Appointment date
 - ❖ Housing aid amount
 - The advice should have a date and an advice number as well as the signature of the person writing the advice.
 - The approved housing aid application form, a copy of the lease agreement together with a copy of the advice will be filed in the employee's personal file
 - Verification of housing aid records is conducted by the Personnel Section once a year during the month of October.

SUBSISTENCE AND TRAVEL

- S & T
- Each and every SBU/Directorate is responsible for processing S and T Claims.
 - Employees obtain a pre-trip authorization for all official trips to be taken.
 - The authority to delegate Councilors and officials to attend an occasion resides with the following authority:
 - ❖ Executive Mayor - Speaker
 - ❖ Chief Whip, Speaker and Councilors - Executive Mayor
 - ❖ Municipal Manager - Executive Mayor
 - ❖ Directors/ CFO - Municipal Manager
 - ❖ Manager - Director/ CFO
 - ❖ Officials - SBU Manager
 - An S & T claim form is completed by an employee or councillor upon return from an official trip.
 - The form shall entail details of the trip and all costs incurred.
 - The claim form makes provision for the following:
 - ❖ Day Away Allowance
 - ❖ Meal Costs(Breakfast, Dinner & Supper) if not provided by Council
 - ❖ Accommodation costs(if not provided by Council
 - ❖ Kilometers travelled
 - ❖ Parking Fees
 - ❖ Toll Fees
 - The claim form is approved by the delegated official in line with the S and T Policy.
 - All relevant documents are attached to the claim form and submitted to Budget and Treasury Expenditure SBU for processing.

OVERTIME

- Overtime
- Each and every SBU/Directorate is responsible for processing own Overtime.
 - Once a need for overtime has been identified, employees complete permission to work overtime forms, indicating the reasons for overtime as well as expected hours.
 - The immediate supervisor signs the permission to work overtime form and indicates the vote number to be used.
 - The Manager of the SBU signs the permission to work overtime as recommendation to the Director
 - The Director approves by appending his/her signature on the permission to work overtime form.
 - Overtime work is done in line with the approved permission except in cases of emergency.
 - Employees complete overtime claim forms containing the dates overtime was worked, actual hours worked and the reasons; then the Supervisor confirms by appending his/her initials on the form.
 - The overtime claim form is signed by the employee and the Manager of the SBU(attached to it, the permission form)
 - The hours worked are consolidated on one spread sheet by a designated official in the relevant SBU and approved by the Director.
 - The Spreadsheet is printed and signed by both the Manager of the SBU and the Director
 - A printout of the Overtime vote is signed by the Manager of the SBU and the Director
 - The signed spreadsheet and overtime vote printout are both submitted to Salary Section for processing

TERMINATIONS

Terminations

- Upon receipt of notification of resignation or dismissal or early retirement or ill health retirement, Notice of Termination and Indemnity forms are sent to the relevant employees for completion and approval by the SBU Manager, circulated through all other relevant SBUs pertaining to return of municipal assets; then submitted to HR for processing.
- Employees due for normal retirement are sent notice of termination and indemnity forms a month in advance for completion and approval by the SBU Manager, circulated through all other relevant SBUs pertaining to return of municipal assets; and returned to HR for processing.
- Upon receipt of notification of death of an employee Indemnity forms are forwarded to the SBU for completion, as well as to all relevant SBUs with regard to return of municipal assets then submitted to HR for processing.
- Pension fund documents are completed, scanned and forwarded to the relevant pension fund by means of email as soon as the last contribution is paid to the pension fund.
- An advice on the termination is completed and forwarded to Salary Section enaiting the following details:
 - ❖ Surname and Initials
 - ❖ Employee number
 - ❖ Job title
 - ❖ Strategic Business Unit
 - ❖ Date of Appointment
 - ❖ Date of termination
 - ❖ Reason for termination
 - ❖ Job level
 - ❖ Salary Notch
 - ❖ Pension Fund
 - ❖ Medical Aid Scheme
 - ❖ Pro-rata Annual leave days
 - ❖ Long service leave days
 - ❖ Overtime hours
 - ❖ Pro-rata bonus (excluding resignation & dismissal)



Terminations continued...

- In case of death the advice will also include the details of the executor as appointed by the Magistrate, his/her banking details; attached to it will be a bank statement as well as a copy of the Court document.
- A copy of the VIP Leave Days Screen is attached to the Advice.
- The advice should have a date and an advice number as well as the signature of the HR Official writing the advice.
- A copy of the advice, all termination forms, pension fund documents are filed in the employee's personal file and it is marked as closed.
- Original pension fund claim forms are sent to the pension fund by means of courier services.

DIRECTORATE: CORPORATE AND SHARED SERVICES

CONDITIONS OF SERVICE – NATIONAL - RSA

LEAVE

- (A) ANNUAL LEAVE
- (B) SICK LEAVE
- (C) MATERNITY LEAVE
- (D) FAMILY RESPONSIBILITY LEAVE
- (E) STUDY LEAVE
- (F) ATTENDING CLASSES
- (G) LONG SERVICE RECOGNITION
- (H) ENCASHMENT OF LEAVE DAYS

ENCASHMENT OF LEAVE DAYS:

REFERENCE: 4/7/3/2

POLICY FOR SELLING OF LEAVE AT THE POLOKWANE MUNICIPALITY

Report of the Director: Corporate Services

Purpose of the Report

To re-confirm the policy for the selling of leave at the Polokwane Municipality as attained in the Personnel Code

Background

Selling of leave is done annually at the hand of the limited guidelines of the Personnel Code. This report seeks to confirm in broader terms, the guidelines and policy on the selling of leave by employees who wants to "replace" leave with cash by "selling some of their leave days".

Discussions

In many instances employees want to convert accumulative leave days (NOT compulsory leave days) to cash. The employee then follows the paper process to provide on the budget for selling of leave, Personnel Section processes the application and reduces the leave days on the employee leave balances and Salary Section then pays the employee the value of the accumulative leave days that are sold, after taking off the necessary taxes.

The Personnel Code currently reads as follows:

REDEMPTION OF LEAVE

2.57 The policy with regard to the above-mentioned is as follows:

2.57.1 Employees may once a year buy off *half of their annual accrued leave, subject to the following conditions:

2.57.1.1 Paying out thereof is yearly once off on the relevant employee's date of commencement of service.

2.57.1.2 For budget purposes employees must annually, before the end of February, inform the Human Resource Manager in writing of their intention to buy off leave during the following financial year.

2.57.1.3 Only leave accrued in the relevant year of service may be bought off, i.e: accumulated leave may not be bought off.

2.57.1.4 Calculations for the amount to be paid, are based on the relevant salary notch on the date of qualification, i.e. the notch on which the employee receives remuneration after completion of his service year. (CR 1986-11-24)

*The Conditions of Services Agreement for Limpopo changed "half of their annual accrued leave" to a maximum of 8 (eight) days [in any financial year].

The Personnel Code is clear that:

- i. An employee may only sell **accumulated leave** (now only a maximum of 8 days per appointment year – but before 2003 it may have been many more days depending on post level occupied by the employee)
- ii. No **COMPULSORY** leave may be encashed at all
- iii. Leave may only be encashed on the anniversary date of the employee's appointment date (or any other date thereafter = but NOT before the leave has been accrued to the employee)
- iv. Encashment of leave must be budgeted for
- v. An employee may only sell leave once in a financial year
- vi. Leave is encashed on pure rate of pay on the date of encashment.

In operational terms that means

- ❖ BEFORE the financial year starts, the employee plans beforehand if the employee wants to sell leave or not
- ❖ The employee completes the Encashment of Accrued Leave Days form and hand that form in to HR (Personnel Section) (copy attached to this report for record purposes)

- ❖ HR does the budgeting for the leave for the following financial year
- ❖ Forms are sorted in a "month of appointment" order
- ❖ At the beginning of each month the Personnel clerk will verify which employees applied for selling of leave
- ❖ Verify if each employee has accumulated leave available and start the process for selling the leaves to a maximum of 8 accumulated working days (may be less than 8 working days but not more than 8 working days.)
- ❖ Send a properly numbered advice for Salary Section on the amount of accumulated leave that will be encashed (maximum of 8 days) [numbers on advices follows chronologically]. Advices must be properly completed and properly dated.
- ❖ File a copy of the advice [where the names of the employees who encash leave for each month] is filed on the record keeping file (each advice for the month to which it applies) (Salary section must sign for receipt of the advice in an internal "delivery" book for record purposes.
- ❖ Capture / deduct the leave days that are encashed on the employee's personal leave screen on the HRIS
- ❖ Where an employee do not have enough accumulated leave days available, then only the amount of days equal to the amount of accumulated leave available at that stage (for example only 3 or only 5 or whatever the case may be) will be encashed
- ❖ An employee may inform Personnel section in writing if the employee is no longer interested to sell his / her accumulated leave days
- ❖ Where leave days are budgeted for but not encashed, the "budget provision" may be carried over to another person who wishes to sell leave but did not make budget provision
- ❖ Where an employee wishes to extend the encashment to a later "date", this can be as long as the encashment is done in the same financial year or else the opportunity is "forfeited" to encash leave (in other words if the date of appointment is August but the employee wants to only sell the accumulated leave days in December, the employee may do so as long as both dates fall within the same financial year)
- ❖ Leave is encashed at the salary section on rate of pay at the date of encashment of the leave days
- ❖ Tax is deducted from days that are encashed, so selling / encashment of leave days, are "expensive" for an employee, but it the choice remains with the employee what the employee wants to do with his / her leave days.
- ❖ Employees must constantly verify their leave balances which is printed on pay slips every month – if an employee receives leave in monetary value (encashment), then the balance of leave days available, must decrease accordingly
- ❖ ALL leave that are encashed MUST be deducted off the employees leave balances and non-capturing / non-deduction of leave from the employees leave balances can lead to disciplinary processes both against the employee and the clerk(s) in the Personnel Section

The selling of leave is a very helpful mechanism for employees who have a financial matter and these assist employees to cope with financial matters. Selling of leave is an OPTION for the employee and is voluntary. Encashment of leave must be transparent and managed properly.

TO: THE MANAGER: HUMAN RESOURCES

ENCASHMENT OF LEAVE 20../20... FINANCIAL YEAR

I, _____
(Employee Surname and Initials)

Herewith request you to provide on the 20... / 20... Budget for encashment of

_____ (maximum of 08 [eight]) days of my vacation leave.

(I hereby accept and acknowledge that I can only sell accumulated vacation leave once only in any financial year on the anniversary of my appointment date or thereafter.)

Thank you,

Employee _____

Pay Number _____

Date Appointed: _____

#481032

EXTRACT FROM THE MINUTES OF THE COUNCIL MEETING HELD ON 30/06/2004

2

MC/307/06/04

B

MAYORAL COM: 17/06/04

ITEM 31

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FILE REF: 4/5/1 #253613

CUS → SLO

CONDITIONS OF SERVICE : FROM 1 JANUARY 2004

RESOLVED

That cognisance be taken of the report.

Action: Director: Corporate Services

273772

Council Beveotig ASA

POLOKWANE MUNICIPALITY
RECEIVED
19 JUL 2004
RECORDS SECTION

**EXTRACT FROM THE AGENDA AND MINUTES OF
THE COUNCIL MEETING HELD ON..... 2004 -06- 3 0.....**

AGENDA

MC/307/06/04	B	MAYORAL COM: 17/06/04 ITEM 31 PAGE 188 FILE REF: 4/5/1 #253613
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CONDITIONS OF SERVICE : FROM 1 JANUARY 2004

RESOLVED

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Action: Director: Corporate Services

DIRECTORATE CORPORATE SERVICES

ITEM NO:

CLASSIFICATION:

REFERENCE: 4/5/1

CONDITIONS OF SERVICE (EFFECTIVE: 01 – 01 –2004)

Report of the Manager Human Resources:

PURPOSE OF THE REPORT:

To inform Council about the collective agreement, on conditions of service and the implication thereof.

BACKGROUND:

The parties of the South African Local Government Bargaining Council {SALGBC} have been engaged in negotiations with the aim of signing a collective agreement on uniform conditions of service. This was achieved on the 29 December 2003 where the parties {SALGA, IMATU and SAMWU} to SALGBC entered into an agreement on the uniform conditions of service.

The objective of the agreement is to establish common and uniform conditions of service in the local government sphere i.e. municipalities. The agreement is a three-year agreement i.e. valid until 31 December 2006 and is effective as from 1st January 2004.

DISCUSSION:

The collective agreement is applicable to all employees except those that are employed in terms of sec 57 of Municipal Systems Act of 2000. Furthermore the agreement replaces all existing conditions of service that apply in the municipalities and more specifically those that are referred to in the agreement.

It is evident that in some instances this collective agreement offers better or more favourable conditions whereas in some instances the old conditions of service are better. In some instances some issues or conditions are not included in the agreement. The implications is that in cases where the agreement does not deal or address any conditions that might prevail then the old policy on that condition will be applicable and in cases where the old agreement offers better or more favourable conditions, those conditions will be phased out on a period of two years i.e. 31st December 2005.

The parties to SALGBC have agreed to come up with an agreed process to deal with the phasing out of better benefits, however they have agreed to define the following as favourable or better conditions of service {**Addendum to agreement**}

- ⇒ Annual Leave for 5-day worker in excess of 24 working days.
- ⇒ Annual leave for 6 day workers in excess of 27 working days
- ⇒ Sick leave dispensations that are more favourable than 80 working days over a 3 year cycle
- ⇒ Maternity leave benefits that are more favourable than three months paid maternity leave
- ⇒ Family responsibility leave in excess of 5 working days leave
- ⇒ Housing subsidies in respect of a mortgage bond in excess of R85000.00
- ⇒ Severance pay in excess of three weeks remuneration for every completed year of service capped at 9 months, thereafter 1 weeks remuneration for each completed year of service.

The parties to the SALGBC have managed to enter into other collective agreements i.e. Bargaining levels, Grievance procedure and Disciplinary procedure. All these agreements have been submitted to council for cognisance. The collective agreement also refers some matters to be finalised and negotiated at divisional bargaining council levels i.e.

- ⇒ Posts to be defined as Senior Management for the purpose of this agreement {clause 2.5}
- ⇒ Determination of hours of work for uniform staff {Clause 6.2}
- ⇒ Additional sick paid sick leave. {Clause 8.4}

An employee appointed as from 1st January 2004 will only be dealt with in terms of the new conditions of service.

Working Hours:

All employees are required to work 40-hour working week meaning that 40 productive hours must be worked excluding lunch breaks or meal intervals and tea break. In terms of the agreement, the only employees that can work more than 40 hours will be employees as stipulated in clause 4.1 namely:

“Senior management, security, traffic, fire and emergency services personnel and employees working less than 24 hours per month.”

“Senior Management” is defined in clause 2.5 as those employees employed as a municipal manager, directors and heads of departments, or posts as determined on divisional level. For the purpose of Polokwane Municipality Senior management can currently be defined as the Municipal Manager, Directors, SBU managers and Assistant Managers.

The implication is that these employees will continue working current hours until any one or all the divisions of the council concluded agreements that regulate hours of work for such categories of employees. For Polokwane Municipality on the basis of this agreement it is now necessary to engage on a process of defining working hours for its employees, i.e. review of starting and end times. The problem in Polokwane Municipality is that in some instances, especially outside offices, have different workings hours, i.e. 07:25 to 16:00. The procedure to follow is to firstly consult with employees on start and end times. The consultation process should take the following principles into consideration when implementing a 40 hour work week.

- ⇒ Operational requirements.
- ⇒ 40 Hours also applies to six-day work week [notable impact on shift work].
Alternative shift system will have to be investigated

LEAVE:

Annual Leave:

In terms of the collective agreement a five-day worker is entitled to 24 days i.e. Sixteen [16] working days compulsory leave to be taken in leave cycle. A six-day worker is entitled to 27 working days, 19 working days compulsory leave to be taken in leave cycle.

In terms of the new conditions of service, annual leave can only be accrued up to a maximum of 48 days. The collective agreement further states that any leave days in excess of 48 would have to be encashed or taken within a period of two years until 31 December 2005.

The agreement does not make provision for procedures for encashment of leave after 31 December 2005. If the leave days in excess of 48 days are not used, the days will be forfeited. The implications are that the Municipality must have a clear directive as how the leave in excess of 48 days will be handled and whether after two years Council would still make provision for encashment of leave.

It is recommended that in order to comply with the agreement and also as part of reducing Council's liability with regard to historic leave, we introduce a policy on encashment of leave in excess of 48 days, from 1 April 2004 until 31 December 2005. The proposal is that Council allows that, on quarterly basis, employees to encash leave days up to a maximum of 60 days every quarter. This will be outside the current policy, which states that employees may once a year buy off half of their annual accrued leave subject to the following conditions:

- ⇒ for budget purposes employees must annually before the end of February, inform HR in writing of their intention to buy-off leave during the following financial year.
- ⇒ Only leave accrued in the relevant year of service may be bought off.

The other alternative is to allow the employees to take vacation leave in order to reduce the number of days of vacation leave. This will have to take the operational needs into account. The challenge for the municipality is that most employees have up to 250 days vacation leave accrued, so the second option will have detrimental effect for the municipality.

In terms of collective agreement, all leave accrued as at 31 Dec 2003 shall be dealt with as follows:

- The value of accrued/historic leave will be on the basis of the rate of pay capped at 31 December 2003. The rate of pay will be salary excluding benefits. (This is SALGA's stance).

In the event of termination of service, leave will be paid in accordance with the provisions of the BCEA. Any leave in excess of the statutory leave allocation of 15

working days accrued will be paid at the rate of pay at date of encashment. Any portion not taken at time of termination that is below the statutory minimum of 15 working days will be paid in terms of the definition of remuneration as envisaged by the BECA at date of encashment.

As result of this collective agreement, the municipality should have an audit leave and keep proper record of leave balances i.e. statutory / non-statutory leave and rate of pay of employees at 31 December 2003.

Finally the municipality must classify posts in 5 or 6-day work week where necessary to determine correct leave entitlement. In terms of the agreement, a leave cycle either commences 12 months from employment or when a leave cycle expires.

Sick Leave:

The new agreement requires an employer to grant an employee 80 (eighty) days of sick leave in a three-year cycle whereas the old agreement provides for 90 days of sick leave. In terms of the Addendum to Agreement, the sick leave dispensation that is more than 80 working days over a three-year cycle is regarded as more favourable, and shall be phased out on 31st December 2005. Furthermore any additional arrangements in respect of sick leave would be addressed at the relevant division of SALGBC.

Currently the municipality has a collective agreement, which makes provision for half pay sick leave. This particular condition will be applicable until 31 December 2005 or if an agreement is reached at divisional level of SALGBC before 31 December 2005.

In terms of the agreement, an employee will be required to submit a medical certificate if absent for more than two consecutive days, however if an employee is absent from work on more than two occasions during an eight week period, the employer can demand a medical certificate for less than two days sick leave. Furthermore the employer will not be required to pay if the employee fails to provide a medical certificate. The agreement recognises only medical certificates issued by medical practitioners registered by the Health Professionals Council of South Africa.

Maternity Leave:

The Basic Conditions of Employment Act provides for four months maternity leave whereas the agreement provides for three months paid maternity leave with no limit to the number of confinements, (number of times that an employee may fall pregnant).

The implications is that an employee may take four months maternity leave of which the municipality will pay 3 months and one month will be unpaid leave and the employee may claim UIF for that month.

The agreement states that in order to qualify for paid maternity leave, the employee must have at least one year service with the municipality, failing which unpaid maternity leave will be granted. The agreement builds in an obligation to work back period of paid maternity leave taken and in circumstances of resignations, the municipality can recover the value of paid maternity leave.

Family Responsibility Leave:

In terms of the agreement, the employee is entitled to five days paid family responsibility leave per annum and to qualify the employee must be in service for four months. The granting of the five working days family responsibility leave is not on the basis of an event, but an allocation in a leave cycle. The family responsibility leave may be taken in the following circumstances namely:

- When the employee's child is born or sick
- Spouse or life partner is sick
- **In the event of death of:**
- Parent, adoptive parent, grand parent, child, adoptive child, grand child or sibling

This leave does not accrue and the employer may require the employee to submit proof, to substantiate application. This condition of service is regarded as more favourable as the old agreement offers more i.e. Compassionate leave 3 days per event so the implications is that this will be applicable until 31 December 2005.

Housing Subsidy:

The collective agreement has set the housing subsidy in respect of a mortgage bond to a maximum amount of R85 000.00. The new subsidy amount is applicable from 01 January 2004. For the municipality the amount will be up to maximum of R621.00 per month. This monthly home owner allowance will be revised on the first day of each quarter based on the weighted average interest rate levied by the five biggest financial institutions at 01 January, 01 April, 01 July and 01 October and in terms of a standard procedure for the calculation or revision of the home owner allowance.

Severance Pay:

The agreement entitles employees to a severance pay of 3 weeks remuneration for each completed year of service in cases of retrenchment. This is capped to the equivalent of nine months remuneration where after it is paid at the rate of 1 week's remuneration for each completed year of service.

The agreement provides for dispute procedures i.e. disputes about the interpretation or application of the agreement must be referred to the Bargaining Council.

Comments of the Manager: Legal Services:

Comments from Chief Financial Office

Comments of the Acting Manager: Financial Services
(08/04/2004)

The recommendations are supported.

Recommended:

1. That cognisance be taken of the report of the Manager Human Resources.

2. That employees be allowed to encash annual leave days up to maximum of 60 days on a quarterly basis from 01 April 2004 to 31 Dec 2005 in order to deal with annual leave days in excess of 48 and decrease the accrued leave liability.
3. That employees be allowed to take the annual leave which is in excess of 48 days and Directors approve such leave taking into account the operational needs.
4. That we engage the unions in the process of consultation on hours of works.

THE SOUTH AFRICAN LOCAL GOVERNMENT

BARGAINING COUNCIL

(Hereinafter referred to as "the Council")

RSA

**COLLECTIVE AGREEMENT ON
CONDITIONS OF SERVICE**

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" The Employers' Organisation)

and

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION

(Hereinafter referred to as "IMATU")

and

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

(Hereinafter referred to as "SAMWU")

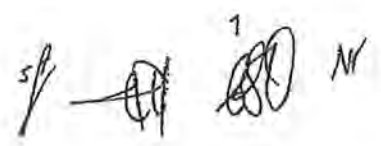
(IMATU and SAMWU will together be referred to as the "Trade Unions")

1. SCOPE OF AGREEMENT

- 1.1 This agreement shall apply to all employees and employers who fall within the registered scope of the Council in the Republic of South Africa.
- 1.2 Clauses 4.1 and 14.4 shall not apply to non-parties.
- 1.3 Clause 6.1 shall not apply to Senior Management; security, traffic, fire and emergency services personnel; and employees working less than 24 hours per month.

2. DEFINITIONS

- 2.1 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 the contrary intention appears.
- 2.2 Words importing the masculine gender shall include the feminine.
- 2.3 All references to days shall be to working days.
- 2.4 An 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.


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- 2.5 Senior Management shall be those employees employed as a municipal manager, deputy municipal manager, executive director, head of department, deputy head of department, director or such post as determined by the relevant Division of the Council.
- 2.6 Medical practitioners shall mean all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners).
- 2.7 A Division of the Council shall be the following regional structures:
- 2.7.1 Cape Metropolitan;
 - 2.7.2 Eastern Cape;
 - 2.7.3 eThekweni Metropolitan;
 - 2.7.4 Free State;
 - 2.7.5 Gauteng;
 - 2.7.6 Johannesburg Metropolitan;
 - 2.7.7 KwaZulu-Natal;
 - 2.7.8 Limpopo;
 - 2.7.9 Mpumalanga;
 - 2.7.10 Northern Cape;
 - 2.7.11 North-West;
 - 2.7.12 Tshwane Metropolitan;
 - 2.7.13 Western Cape.

3. OBJECTIVES

3.1 To establish common and uniform conditions of service for employees within the registered scope of the Council, and to replace all existing conditions of service referred to herein.

4. PERIOD OF OPERATION

4.1 This agreement shall come into operation in respect of the parties to the agreement on 1 January 2004 and shall terminate on 31 December 2006.

4.2 This agreement shall come into operation in respect of non-parties on the date to be determined by the Minister of Labour and shall terminate on 31 December 2006.

5. EXISTING CONDITIONS OF SERVICE

5.1 All existing conditions of service referred to herein that are more favourable to employees than those provided in terms of this agreement shall continue in force until 31 December 2005 and shall terminate on that date.

6. HOURS OF WORK

6.1 All employees are required to work a 40-hour working week.

6.2 The determination of hours of work for uniform staff, specifically those excluded in clause 1.3 above, is delegated to be dealt with and finalized in the Divisions of the Council.

7. ANNUAL LEAVE

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

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

7.1.2 Twenty-seven (27) days for a six- (6) day worker.

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

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

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

7.3 All leave accrued as at 31 December 2003 shall be dealt with as follows:

7.3.1 The value of such accrued leave shall be determined at the rate of pay as at 31 December 2003.

7.3.2 Employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004.

7.3.3 Notwithstanding the provisions of clause 7.3.2 above, an employee is entitled to retain a maximum of forty-eight (48) days of accrued leave.

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7.4 Leave accumulated subsequent to 1 January 2004 may be accumulated to a maximum of forty-eight (48) days inclusive of those days referred to in clause 7.3.3.

7.5 Any leave in excess of forty-eight (48) days may be encashed should the employee be unable to take such leave as a result of 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.

7.6 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, 1997.

8 SICK LEAVE

8.1 An employer shall grant an employee eighty (80) days sick leave in a three (3) year leave cycle.

8.2 The employer shall require a medical certificate from a registered medical practitioner if more than two (2) consecutive days are taken as sick leave.

8.3 The employer is further 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.

sf 5 *[Signature]* *[Signature]*

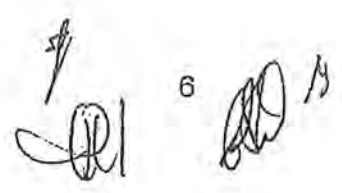
8.4 The Divisions of the Council shall be responsible for concluding agreements on additional paid sick leave and other measures to manage the taking, accrual and/or conversion of sick leave and administrative arrangements for the taking of sick leave.

9. MATERNITY LEAVE

9.1 An employee shall be entitled to receive three (3) months paid maternity leave, with no limit to the number of confinements.

9.2 To qualify for paid maternity leave, an employee must have one (1) years' service with the employer.

9.3 In addition the employee will be required to work back the period of paid maternity leave actually taken.

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10. FAMILY RESPONSIBILITY LEAVE

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



10.2 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:

- 10.2.1 the employee's child is born;
- 10.2.2 the employee's child is sick;
- 10.2.3 the employee's spouse or life partner is sick;
- 10.2.4 in the event of death of:
 - 10.2.4.1 the employee's spouse or life partner; or
 - 10.2.4.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. HOUSING SUBSIDY

11.1 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.

11.2 The amount of R85 000,00 shall be increased through a process to be determined between the parties to the Council and may be so increased during the term of this agreement.


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12. SEVERANCE PAY

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

13. DISPUTE ABOUT IMPLEMENTATION AND APPLICATION OF THIS AGREEMENT

13.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Central Council of the Council.

13.2 In the event of uncertainty on the part of the referring party as to whether a dispute should be referred to a Division or the Central Council, or after a dispute has been referred to a Division, a party to such Division disputes the jurisdiction of such Division, the dispute shall be referred to the Executive Committee which shall determine the appropriate jurisdiction.

13.3 The General Secretary or Regional Secretary as the case may be, shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of a dispute not being resolved:

- 13.3.1 appoint a conciliator from the appropriate panel of conciliators, (doing so as far as possible on a rotational basis) or if the dispute remains unresolved;
- 13.3.2 refer the dispute to arbitration.
- 13.4 Once a conciliator is appointed, the relevant General Secretary or Regional Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.
- 13.5 If the dispute is referred to arbitration, the relevant General Secretary or Regional Secretary shall appoint an arbitrator from the appropriate panel of arbitrators, doing so as far as possible on a rotational basis.
- 13.6 The relevant General Secretary or Regional Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.
- 13.7 The arbitrator shall:
- 13.7.1 endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and
- 13.7.2 if the dispute remains unresolved, resolve the dispute through arbitration.



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

14. EXEMPTIONS

14.1 Any person bound by this agreement shall be entitled to apply for exemption from this agreement.

14.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the General Secretary. Such applications shall contain:

14.2.1 all material details of the applicant;

14.2.2 the exact collective agreement or provisions of a collective agreement from which the applicant seeks exemption;

14.2.3 detailed grounds on which such exemption is sought taking into consideration the criteria specified in clause 14.7 hereunder.

14.3 The Executive Committee shall consider all applications from a party/non-party to this agreement (which shall include the members of such party), and may, subject to clause 14.7, and on giving its reasons therefore, grant exemption on any conditions and for any period it considers appropriate.

- 14.4 A party aggrieved by a decision of the Executive Committee may appeal to the Central Council who shall consider the application subject to clause 14.7 and on giving its reasons therefore, may grant and exemption on any conditions and for any period it considers appropriate. The decision of the Central Council shall be final.
- 14.5 All applications of appeal from non-parties shall be referred to the Independent Exemptions Body established by the Council in terms of clause 14.11 hereunder.
- 14.6 The Independent Exemptions Body shall consider all such applications in a manner it considers appropriate to determine the applications fairly and quickly, which may include the hearing of evidence and arguments.
- 14.7 When considering an application for exemption, an appeal against an Executive Committee decision or an application for the withdrawal of a certificate of exemption, the Central Council or the Independent Exemptions Body, as the case may be, shall take into account the following (the order not indicating any form of priority):
 - 14.7.1 any written and/or verbal substantiation provided by the applicant;
 - 14.7.2 fairness to the employer, its employees and other employers and the employees in the industry;
 - 14.7.3 whether an exemption, if granted would undermine this agreement or the collective bargaining process;

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- 14.7.4 unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof;
- 14.7.5 the infringement of basic conditions of employment rights;
- 14.7.6 the fact that a competitive advantage might be created by the exemption;
- 14.7.7 comparable benefits or provisions where applicable;
- 14.7.8 the applicants' 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
- 14.7.9 any other factor which is considered appropriate.

14.8 Having made a decision to grant or refuse an exemption application, the Independent Exemptions Body shall advise the applicants and the Council within fourteen (14) days of its decision, giving full reasons. The decision of the Independent Exemptions body shall be final.

14.9 The Council shall issue to every person granted an exemption in terms of this clause a certificate of exemption setting out:

- 14.9.1 the applicants' name;
- 14.9.2 the provisions of the agreement from which exemption has been granted;
- 14.9.3 the conditions relating to the exemption; and
- 14.9.4 the period for which the exemption shall operate.

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- 14.10 The Council may withdraw a certificate of exemption granted to a party to this agreement by giving one month's notice to the party concerned, or may, in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a certificate granted.
- 14.11 The Independent Exemptions Body shall be constituted on an ad hoc basis and shall be appointed by the Council from its panel of arbitrators set up in terms of its constitution.

15. ADMINISTRATION AND ENFORCEMENT

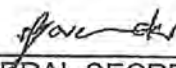
- 15.1 The Council is responsible for the administration of this agreement.
- 15.2 This agreement will be monitored and enforced by the Council's agents or designated agents appointed by the Minister of Labour.

SIGNED BY THE PARTIES AT DURBAN ON THE 29TH DAY DECEMBER 2003.


MEMBER OF THE COUNCIL
(REPRESENTING SALGA – S SOMYO)


MEMBER OF THE COUNCIL
(REPRESENTING IMATU – C DUNSTAN)


MEMBER OF THE COUNCIL
(REPRESENTING SAMWU – P MASHISHI)


GENERAL SECRETARY OF THE COUNCIL
SS GOVENDER

**ADDENDUM TO THE COLLECTIVE AGREEMENT
ENTERED INTO BETWEEN SALGA, IMATU AND
SAMWU ON CONDITIONS OF SERVICE**

- 1. It is recorded that SALGA, IMATU and SAMWU have entered into a collective agreement on conditions of service.

- 2. In terms of clause 3.2 of the said collective agreement, all existing conditions of service referred to in the collective agreement, except for working hours, which are more favourable to employees than those provided for in the collective agreement, shall continue in force and effect until 31 December 2005.

- 3. For the purpose of certainty, the following conditions of service are regard as more favourable:
 - 3.1 Annual leave for five (5) day workers in excess of twenty four (24) working days.

 - 3.2 Annual leave for six (6) day workers in excess of twenty seven (27) working days.

 - 3.3 Sick leave dispensations that are more favourable than eighty (80) workings days over a 3 year cycle.

 - 3.4 Maternity leave benefits that are more favourable than that which is set out in clause 9 of the collective agreement.

 - 3.5 Family responsibility leave in excess of five (5) working days leave.

 - 3.6 Housing subsidies that are more favourable than the bond calculation of R85 000,00.

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- 3.7 Severance pay, which is more favourable than that which is set out in clause 12 of the collective agreement.
4. In terms of clause 7.3.1 of the said collective agreement the parties record the following:
- 4.1 The parties can not reach consensus on the interpretation in respect of the calculation of accrued leave.
 - 4.2 IMATU and SAMWU record the accrued leave must be calculated on remuneration.
 - 4.3 SALGA records that accrued leave must be calculated on the rate of pay.
 - 4.4 The parties will finalise the interpretation in respect of the calculation of accrued leave by considering either:
 - 4.4.1 a directive in respect of the interpretation from the Department of Labour; or
 - 4.4.2 the parties mutually agreeing on such interpretation.
5. The parties shall conclude a separate agreement on or before 15th February 2004 setting out the practical implementation of the main agreement pursuant to the phasing out of the better conditions of service (refer to paragraph 5.1 of the agreement).



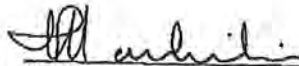
Thus done and signed at DURBAN on this the 29th day of December 2003.



MEMBER OF THE COUNCIL
(REPRESENTING SALGA - S SOMYO)



MEMBER OF THE COUNCIL
(REPRESENTING IMATU - C DUNSTAN)



MEMBER OF THE COUNCIL
(REPRESENTING SAMWU - P MASHISHI)



GENERAL SECRETARY OF THE COUNCIL
S.S GOVENDER