BERGRIVIER MUNICIPALITY

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1. PREAMBLE

1.1 Whereas according to the standard of conduct of employees it is required of employees:

1.1.1 To attend work regularly and punctually;

1.1.2 To request permission in advance for any leave of absence whenever possible;

1.1.3 To refrain from being absent from duty without leave or permission, except on good cause;

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

1.2 The mandate from the office of the Municipal Manager is in response to give effect to Local Government: Municipal Systems Act, 2000 (No. 32 of 2000) and other pieces of legislation applicable to the administration of the Municipality. The Local Government: Municipal Systems Act, 2000 (No. 32 of 2000) 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, this includes giving effect to the Municipality's by-laws and other legislation.

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 Bergrivier Municipality. The management of leave of employees is imperative for the BM due to the fact that it is a financial responsibility for the Bergrivier Municipality. The Local Government: Municipal Finance Management Act, 2003 (No. 56 of 2003) 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.

1.4 This policy on leave for the Bergrivier Municipality 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 Bergrivier Municipality.

1.6 Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in the terms of Section 56 of the Local Government: Municipal Systems Act, 2000 (No. 32 of 2000 and as amended) are excluded from the SALGBC's Collective Agreement.

1.7 The Basic Conditions of Employment Act, 1997 (No. 75 of 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 Bergrivier 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, (No. 66 of 1995 as amended), shall bear the same meaning as in the said Act, 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", (Labour Relations Act, 1995 (No. 66 of 1995 as amended), 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.

"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;
"Continuous Service"	means the period of service with the Council which is uninterrupted by any form of termination of service: provided that the period from the date of completion of a service contract to the date of commencement of the next service contract shall not deemed to be an interruption of service if condoned by the Council;
"Council"	means the Council of the Bergrivier Municipality and includes any political structure, political office-bearer or employee of the Municipality lawfully acting in its stead;
"Day"	means working days, i.e. Mondays to Fridays excluding public holidays unless indicated otherwise by the context;
"Demotion"	means the permanent removal of an employee in a position to permanent employment to a position with lesser responsibilities and/or less complex duties in a lower job level and salary in the same or another department;
"Director"	means an employee of the Council who, in terms of a Council's resolution or an Act, is directly responsible to the Municipal Manager for the administration of a department, section or branch

	of the Council's service, or is acting in such capacity;
"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, break-down of plant and machinery, or any other un-foreseen circumstances is required to be done without delay;
"Employee"	means a person who works for, or renders a service to, the Municipality regardless of the form of his/her employment contract, and in respect of which any factor enumerated in section 200A(1) of the Labour Relations Act applies;
"Immediate Family Member"	means the mother, father, husband, wife, child and siblings of an employee;
"Line Manager"	refers to the person with direct authority and/or responsibility over subordinates in their respective directorates, departments, divisions and sections;
"Medical Examination"	means any test, question, inquiry or other effort of the Municipality to determine whether an employee, job seeker or candidate is suffering from any medical condition;
"Medical Practitioners"	refers to all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners);
"Month"	means one calendar month;
"Municipal Manager"	includes a person acting in his/her stead or in terms of a power delegated in writing to him/her by

	the Municipal Manager;
"Municipality"	means the Bergrivier Local Municipality, a municipality established in terms of section 12 of the Municipal Structures Act, 1998 (Act 117 of 1998), as amended;
"Normal Working Day"	means any calendar day of the week in respect of which an employee is normally required to work;
"Occasion"	means any business/official occasion outside the area of jurisdiction of the Municipality including a meeting, conference, congress, seminar, training course, training program, workshops, discussions or any other occasion to which a person is officially delegated to by the Council or the delegated Authority;
"Remuneration"	means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning;
"Salary"	means an employee's usual monetary compensation for services rendered to the Council, whether in terms of the appropriate notch on his salary scale or a fixed amount of money, that excludes any allowance, bonus, housing benefit, payment for overtime or monetary fringe benefit;
"Transfer"	refers to the spatial shift of an employee's normal place of work to another site elsewhere in the Municipality; (relocation);
"Working Day"	means any calendar day of the week on which an

	employee must normally report for work;
"Working Hours"	means the hours during which an employee normally has to work during a working week or on a working day;
"Workplace"	means any indoor or enclosed area in which employees perform their work and includes any corridor, lobby, stairwell, elevator, cafeteria, washroom or other common area frequented by employees during the course of their employment.

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 BM Council resolutions and policies were consulted:

4.1.1 Local Government: Municipal Systems Act, 2000 (Act 32 of 2000);

4.1.2 Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003);

4.1.3 The Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended;

4.1.4 Labour Relations Act, 1995 (Act 66 of 1995) as amended;

4.1.5 SALGBC Main Collective Agreement as concluded on 25 August 2015; and

4.1.6 SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026.

5. OBJECTIVES OF POLICY

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

5.1.1 SALGBC Main Collective Agreement as concluded on 25 August 2015

5.1.2 SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026; and

5.1.3 Labour Laws Amendment Act, 2018 (Act 10 of 2018).

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 th Local Government: Municipal Systems Act, 2000 (No. 32 of 2000 and as amended).

6.2 The leave arrangements for the Municipal Manager and managers directly accountable to the Municipal Manager is set out Local Government: Municipal Systems Act, 2000 (No. 32 of 2000: Local Government: Regulations on appointment and conditions of employment of senior managers.

7. POLICY CONTENT

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 with the management and administration of leave. In conclusion it is the objective of this policy to enhance the current efficiency and effectiveness of the Bergrivier Municipality Leave Administration Management, so as to ensure the sustainability of the Good Governance Practices of Bergrivier Municipality.

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.

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.

9. LEAVE RECORD

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. CANCELLATION 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.

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

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 Directorate, 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 his/her 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.

13. ADMINISTRATIVE RECTIFICATION OF LEAVE RECORDS

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 on his termination of service. Faulty leave (positive or negative) allocation will be rectified administratively.

14. EXCEEDING PERIOD OF LEAVE

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 unauthorised absence exceeds ten (10) consecutive working days, the employee is deemed to have deserted from the employment of the Municipality.

15. CALCULATION OF PRO RATA LEAVE

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.

16. PRO RATA LEAVE WITHIN THE FIRST YEAR

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

Application for leave during a period of notification of termination of service must be submitted simultaneously with a notification of termination of service, except in cases of urgent private concern, where the Director: Corporate Services, may accept an application for leave at a later stage, after receiving written notification from the Head of the Department.

18. CHANGE OF WORK WEEK

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 TRANSFER OR DEMOTION OF AN EMPLOYEE OCCURS

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. DIVISION OF LEAVE

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

20.1.1 Annual Leave

20.1.2 Sick Leave

20.1.3 Special Leave

21. ANNUAL LEAVE

The employer shall grant an employee annual leave as set out in the Main Collective Agreement of the SALGBC.

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 8.1

22. ACCUMULATION OF NON-COMPULSORY ANNUAL LEAVE

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

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 8.1.7

23. LONG SERVICE RECOGNITION: ADDITIONAL LEAVE

SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026, Par 11

23.1 In addition to normal vacation leave, an employee shall qualify for additional leave as recognition for long service, including temporary and permanent employment subject to it being continuous employment at the same employer

or legal predecessor which shall be credited once only on the date on which the various periods of continuous service are completed.

23.2 The employer shall grant the additional leave in accordance with the SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026.

23.3 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of clause 24.1 below, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act 75 1997 (Act 75 of 1997).

23.4 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.

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

23.6 Long service leave may further be acknowledged by a symbolic occasion.

23.7 In the event that an employee retires at the age of 65 and does not meet the long service threshold indicated in Section 11.1 Collective Agreement, a pro rata long service benefit will be applicable. This will apply only from 20 years' long service and onwards.
To demonstrate:
Employees have 33 years' service at retirement date.

The employee should then receive three fifths of 35 working days, i.e. 21 working days pro-rata long service at his/her retirement date.

24. PAYING OUT OF ANNUAL LEAVE

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 8.1.8
BCEA 75 of 1997, Section 35

24.1 In the event of the termination of service, an employee shall be paid his leave entitlement in terms of the SALGBC Main Collective Agreement as concluded

on 25 August 2015, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 75 of 1997, as amended.

24.2 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:

24.2.1 at the employee's rate of remuneration immediately before the beginning of the period of annual leave; and

24.2.2 in accordance with Section 35 of the BCEA.

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

24.3 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.

24.4 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.

24.5 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 the date of the employee's death.

25. SICK LEAVE

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 8.2

25.1 The employer shall grant an employee sick leave in accordance with paragraph 8.2 of the Main Collective Agreement.

25.2 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.

26. ADDITIONAL SICK LEAVE

SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026

26.1 The employer shall grant an employee sick leave in accordance with paragraph 6 of the SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026.

27. ADMINISTRATIVE ARRANGEMENTS FOR THE TAKING OF SICK LEAVE

SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026, Par 7

27.1 The arrangements as set out in the SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026, paragraph 7 must be adhered to.

28. REASONS FOR GRANTING SICK LEAVE

28.1 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 misconduct.

28.2 Sick leave will not be granted for operations/treatment of a cosmetic nature unless a physician thereof certifies the necessity.

29. INDISPOSITION IN THE COURSE OF A WORKING DAY

29.1 If an employee leaves the workplace on sick leave within three hours after he/she has assumed his normal hours of work, the employee shall be granted paid sick leave for the day, provided that he/she completes a sick leave form in respect of that day, and subject to having sick leave to his/her credit. In the event that the employee leaves the workplace after three hours of normal working hours with the necessary approval by the delegated authority, the employee shall be provided sick leave for the remaining working hours.

29.2 An employee who is absent from service because of illness must take all reasonable steps to notify his/her immediate supervisor prior to commencement of his working day. In the event that it may be impossible due to circumstances beyond the employee's control. notification should be sent as soon as it is reasonably possible to do so.

30. MEDICAL CERTIFICATE

Main Collective Agreement on Conditions of Service 01/05/2007, Par 8.2.2

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.

31. MISUSE OF SICK LEAVE

31.1 All supervisors must continuously monitor sick leave. The fact that sick leave is being monitored shall be brought to the notice of all employees.

31.2 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 Human Resources Department.

32. IDENTIFICATION OF PROBLEM CASES

32.1 The following criteria may be used to identify problem cases:

32.1.1 When an employee's work is negatively affected by the absence due to illness, irrespective of its duration or frequency; or

32.1.2 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;

32.1.3 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.

32.2 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:

32.2.1 The employee's 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:

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

32.2.1.2 Sick leave may be converted to unpaid leave.

32.2.1.3 The employee may be warned in writing.

32.2.1.4 A first written warning can be given.

32.2.1.5 A final written warning can be given.

32.2.1.6 The employee can be dismissed.

32.3 Decisions mentioned in the above, from 32.2.1.1 to 32.2.1.6, shall be made by a committee consisting of representatives of the Directorate: Corporate Services and the employee's representative.

33. GENERAL PROCEDURES

33.1 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.

33.2 The Head of Corporate Services or his delegate shall confirm the conversion of sick leave to unpaid leave in writing to the employee.

34. PRACTICAL IMPLEMENTATION OF THE SYSTEM

34.1 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.

34.2 The Director Corporate Services shall supply the sick leave statistics to the Municipal Manager and the Directors at least each month as well as including the following information:

34.2.1 The details of the employee who took sick leave.

34.2.2 The illness for which the employee took sick leave.

34.2.3 The period for which the employee took sick leave.

34.2.4 The starting date and expiry date of the sick leave period.

34.2.5 Whether or not the employee handed in a medical certificate.

34.3 Upon the analysis of the statistics, the Directors may determine trends and in the process identify possible employees who misuse sick leave.

34.4 The main principle underlying this method to minimise the sick leave misuse is the consistent action of supervisors.

34.5 The consistent action by supervisors at all times will ensure that employees do not feel victimised.

34.6 The system will come into effect on the first day of the month following the month on which Council approved the policy.

35. HOLIDAY LEAVE INSTEAD OF SICK LEAVE

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

36.1 The employer will grant to employees family responsibility leave as set out in paragraph 8.4 of the SALGBC Main Collective Agreement as concluded on 25 August 2015.

37. SPECIAL LEAVE

SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026, Par 5

37.1 As a general rule special leave shall not exceed 20 working days in an annual leave cycle.

37.2 Special leave may in exceptional circumstances exceed 20 working days in an annual leave cycle in the taking of the following types of special leave namely:

37.2.1 Quarantine and isolation under medical instructions;

37.2.2 Compensation for occupational injuries and diseases.

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

37.3.1 To attend a court of law to give evidence on being summonsed as a witness;

37.3.2 Sports, art and culture events;

37.3.3 Leave without pay.

37.4 Application for special leave

SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026, Par 5.8

37.4.1 Exigencies of the service must be taken into consideration.

37.4.2 Supporting documents, where required, must be provided with the application.

37.4.3 Application for special leave must be approved by the Municipal Manager or his assignee and will be considered in a bona fide manner and shall not be unreasonably refused.

38. STUDY LEAVE

Study leave shall be granted according to clause 5.1 of the SALGBC Western Cape Division: Collective Agreement on Conditions of Service, as concluded on 13 March 2026.

39. LEAVE OF ABSENCE FOR OBLIGATORY COURSE/STUDY REQUIREMENTS

Special leave for obligatory course/study requirements shall be granted according to clause 5.2 of the WC Collective Agreement on Conditions of Service as concluded on 13 March 2026.

40. TO ATTEND A COURT OF LAW TO GIVE EVIDENCE ON BEING SUMMONSED AS A WITNESS

Special leave to attend a court of law to give evidence on being summonsed as a witness shall be granted according to clause 5.3 of the WC Collective Agreement on Conditions of Service as concluded on 13 March 2026.

41. SPORTS PARTICIPATION

Special leave to participate in sporting events shall be granted according to clause 5.4 of the WC Collective Agreement on Conditions of Service as concluded on 13 March 2026.

42. QUARANTINE AND ISOLATION UNDER MEDICAL INSTRUCTIONS

Quarantine and isolation under medical instructions shall be granted according to clause 5.5 of the WC Collective Agreement on Conditions of Service as concluded on 13 March 2026.

43. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

Collective Agreement on Conditions of Service, SALGBC, WC Division, Par 5.6

43.1 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.

43.2 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.

43.3 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:

43.3.1 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.

43.3.2 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.

44. LEAVE WITHOUT PAY

Collective Agreement on Conditions of Service WC Division SALGBC, Par 5.7

Leave without pay shall only be granted according to clause 5.7 of the WC Collective Agreement on Conditions of Service as concluded on 13 March 2026.

45. MATERNITY LEAVE INCLUDING ADOPTION LEAVE

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 8.3

45.1 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 stillborn.

45.2 Maternity leave may commence four (4) weeks before confinement.

45.3 To qualify for paid maternity leave, an employee must have one (1) year’s service with the employer.

46. PARENTAL, ADOPTION AND COMMISSIONING PARENTAL LEAVE

46.1 The employer will grant to employees unpaid parental, adoption or commissioning leave as set out in paragraphs 25A-C of the Basic Conditions of Employment Act as amended by the Labour Laws Amendment Act, 2018 (Act 10 of 2018).

46.2 The payment of parental, adoption or commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

47. LEAVE FOR SHOP STEWARDS

SALGBC Main Collective Agreement as concluded on 25 August 2015, Par 11.4.8

Leave for shop stewards will be arranged according to the SALGBC Main Collective Agreement as concluded on 25 August 2015.

48. PAYMENT OF EX GRATIA GRANTS: SPORTSMEN AND WOMEN, COACHES AND UMPIRES

48.1 The payment of ex gratia grants to sportsmen and women in the service of the Municipality who represent South Africa at national level, is delegated to the Municipal Manager in accordance with the following directives:

48.2 The sportsman or woman shall attain national colours, and that the sportsman or sportswoman shall represent South Africa abroad. The ex gratia grant shall be calculated at the applicable approved subsistence allowance as set out in the municipality's approved Travel and Subsistence Policy to a maximum of 30 days.

49. HANDLING OF EMPLOYEES' ABSENTEEISM: STAY AWAY, PROTEST ACTION, BOYCOTTS, RIOTING AND OTHER ACTION

49.1 In the case of employees engaged in an essential service in accordance of the Essential Minimum Services Agreement 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 unauthorised absence, the principle of, "no-work-no-pay", and the right to discipline shall apply.

49.2 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.

49.3 Employees not engaged in an essential minimum service agreement 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.

49.4 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.

49.5 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.

49.6 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 penalised financially on provision that the employee has at least completed 80% (eighty percent) of the work shift of the position he/she occupies.

49.7 The provisions of the conditions of service under normal circumstances shall still be applicable as far as unauthorised absence and late reporting for duty are concerned.

49.8 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.

49.9 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.

49.10 The unauthorised absence of non-salaried and time sheet workers on such days shall be recorded on the time sheets and dealt with accordingly.

49.11 The unauthorised absence of salaried employees on such days shall be reported to the Director Corporate Services by means of a letter, in order to enable the Directorate to implement the necessary deductions.

49.12 No leave form should be completed if an employee is absent from the work without authorisation.

50. DEALING WITH ABSCONDMENT

50.1 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.

50.2 The employer will make every possible attempt to establish where the employee is and will make sure to issue a letter to the employee informing the employee of his alleged abscondment.

50.3 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.

51. ABSENCE WITHOUT LEAVE

51.1 Employees should attend work regularly and punctually.

51.2 An employee must refrain from being absent from duty without leave or permission, except on good cause.

51.3 An employee must request permission in advance for any leave of absence where possible.

51.4 Any absence of an employee from work without approved leave or the express permission of the Municipal Manager or his/her assignee will be treated as if the employee is absent without leave.

51.4 The employee's Head of Directorate or his/her assignee must make arrangements on such an employee's return to work that the employee be charged with misconduct.

51.5 Absence without leave shall be dealt as misconduct.

52. BREACH OF THIS POLICY

Non-compliance with the policy stipulations will be regarded as misconduct.

53. DATE OF EFFECT OF THIS POLICY

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.