

COLLECTIVE AGREEMENT

FUNERAL POLICY FOR EMPLOYEES IN THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Entered into by and between

THE SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

(SALGA)

Herein represented by Mr K Tumagole of the

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Duly authorized thereto and herein referred to as "COT or the Management"

AND

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU) (Tshwane Metro Region)

Herein represented by Mr J. Wrogemann duly authorized thereto

and

SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU) (Greater Tshwane Region)

Herein represented by Mr Z. Monkoe duly authorized thereto

As parties to the SALGBC, Tshwane Division

Agree as follows:

1. PREAMBLE

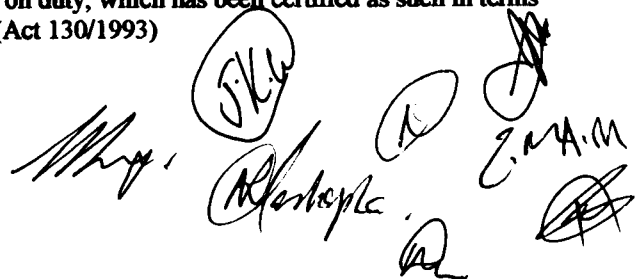
A collective Agreement, the Bargaining Levels Agreement (the "main agreement") was concluded by the parties to the South African Local Government Bargaining Council, at national level, in March 2003. In terms of this Agreement, the parties at national level were engaged in a process to establish uniform conditions of service for all employees within the scope of the South African Local Government Bargaining Council. In furtherance of this process, the parties had reached consensus on levels of bargaining, and had agreed that certain matters are the subject of divisional bargaining.

The parties cited in the heading above have engaged each other and have now reached agreement on certain matters and wish to record the terms and conditions of their agreement on certain matters as follows:

This policy shall apply to all employees of the City of Tshwane Metropolitan Municipality.

2. DEATH AS A RESULT OF AN INJURY ON DUTY

In the event of an employee dying as a result of an injury on duty, which has been certified as such in terms of the Compensation of Injuries and Diseases Act, 1993 (Act 130/1993) (the Act), then:



Handwritten signatures and initials of the parties involved in the agreement, including Mr K Tumagole, Mr J. Wrogemann, Mr Z. Monkoe, and representatives of the City of Tshwane Metropolitan Municipality, IMATU, and SAMWU.

- 2.1 The Municipality shall be liable in full, for the payment of all funeral costs subject to the limits imposed by the act. Funeral costs shall include the following:
- Transport of the body to the burial/cremation site anywhere within the Republic
 - Flowers/wreath
 - Coffin/urn
 - Reasonable refreshment costs
 - Undertakers costs
- 2.2 In case of an emergency the Municipality can assist the family with the payment of an advance.
- 2.3 The Municipality shall pay all costs referred to in 2.1 above, within 30 (thirty) days of the date of the deceased and upon submission of proof of the incurred expenses/ costs.
- 2.4 The City of Tshwane Metropolitan Municipality occasionally nominates employees to attend conferences, congresses, workshops, exhibitions or training nationally or overseas. In the event of death, such employee's body or remains will be transported back home for burial/cremation as if such death occurred during execution of duty.
- 2.5 In the event of an operational member of the CSD dying as a result of an injury on duty, the COT in collaboration with the deceased's family shall accord the deceased member an official burial. The COT shall send an official delegation to the burial/cremation site anywhere within the Republic of South Africa under the following conditions:
- The members of the respective service (TMP or EMS) shall consist of a maximum of 50, coinciding with their code of practice's needs in sending off their respective deceased members (e.g. drill platoon, supervisor, officer commanding, choir, chaplain etc.).
 - The management delegation will consist of a maximum of 5 members.
 - The number of delegates is subject to the availability of funds and operational requirements and can be limited on discretion of the Head of Department.
 - Transport to and from the burial/cremation site must be organised within approved COT policy.
 - The use of specialised vehicles such as fire ladders, fire engines and breakdowns is limited within the boundaries of Tshwane.
 - Any allowances payable must be handled in terms of COT policy on subsistence and travelling.
 - Attendance of the burial/cremation shall not hamper or jeopardise service delivery at all times.

3. DEATH OF AN EMPLOYEE UNDER ANY OTHER CIRCUMSTANCES


- 3.1 In the event of the death of an employee not as a result of an injury on duty, the Municipality shall purchase a wreath/flowers for the family of the deceased employee, to the value not exceeding R200 (two hundred rand). This amount will increase annually in line with the annual salary/wage increase.

The wreath/flowers will be purchased in time for the funeral.

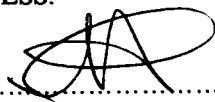

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a circled signature 'J/KW' in the center, and several other initials and signatures on the right.

**FUNERAL POLICY FOR EMPLOYEES IN THE CITY OF TSHWANE
METROPOLITAN MUNICIPALITY**


Signed at Pretoria on this day of 11/09/2007 2007 on behalf of the **SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION (SALGA)**.

Signature:  Name in full: KEDRAPETSE TUMASOLE
Capacity: Acting EXECUTIVE DIRECTOR : STRATEGIC HUMAN RESOURCES
CITY OF TSHWANE METROPOLITAN MUNICIPALITY



WITNESS:

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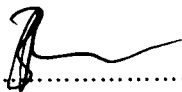
Signed at Pretoria on this day of 06/11/2007 2007 on behalf of the **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU)**.

Signature:  Name in full: Jacques KARL WAGEMANN
Capacity: CHAIR PERSON
INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU)

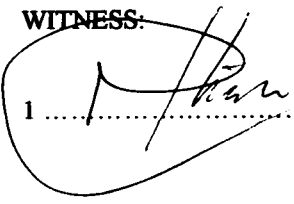
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Signed at Pretoria on this day of 2007 on behalf of the **SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)**.

Signature:  Name in full: Z.M. Mombasa
Capacity: Deputy Chairperson
SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)

WITNESS:

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