

COLLECTIVE AGREEMENT

POLICY IN TERMS OF THE MANAGEMENT OF MEDICALLY INCAPACITATED EMPLOYEES IN THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Entered into by and between

THE SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION (SALGA)

Herein represented by Mr. V.B. Mothuloe of the

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

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

AND

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU)

(Tshwane Metro Region)

Herein represented by Mr. J. Wrogeman duly authorized thereto

and

SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)

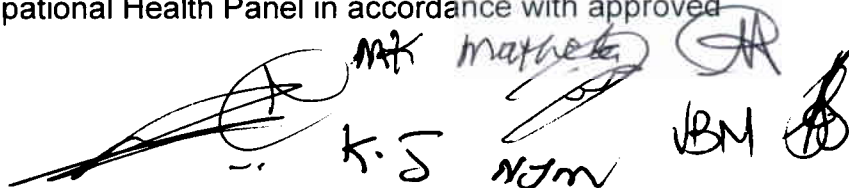
(Greater Tshwane Region)

Herein represented by Mr. N. Madiba duly authorized thereto

As parties to the SALGBC, Tshwane Division

Agree as follows:

1. The handling of medical incapacitation is done in accordance with the prerequisites as described in broad terms in Schedule 8 of the Labour Relations Act, No. 66 of 1995.
2. Departments, or an employee him/herself, may request a fitness for work examination when of the opinion that the work performance is hampered by impairment caused by ill-health or injury.
3. The application will be evaluated by Occupational Health and a recommendation will be made by the Occupational Health Panel in accordance with approved procedure.

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4. The Occupational Health Panel will consist of all the Occupational Medicine Practitioners of the City of Tshwane Metropolitan Municipality (CTMM). A majority decision will be binding on all parties and the investigating Occupational Medicine Practitioner does not have voting powers for the case presented by him/her. The Occupational Medicine Practitioner may, at the cost of the employer, refer an employee to a specialist should such an opinion be needed.
5. Applicants for evaluation of medical incapacity are categorised in order to distinguish between:
 - 5.1 Permanent medical incapacitation:

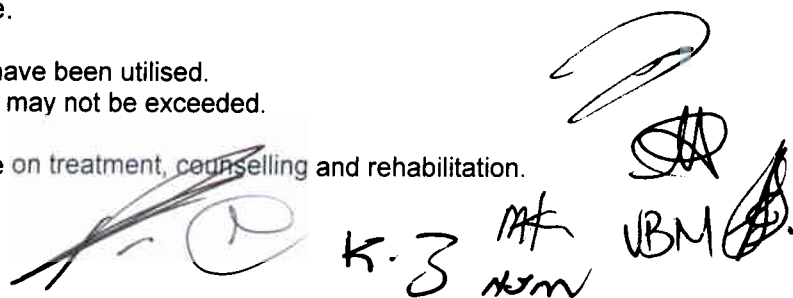
Scenario A:	Employees experiencing permanent medical incapacitation, unable to perform any work
Scenario B:	Employees experiencing permanent medical incapacitation, unable to perform their current work
Scenario C:	Employees experiencing permanent medical incapacitation, but who can perform their own work with certain adaptations.
 - 5.2 Temporary medical incapacitation

Scenario D:	Employees experiencing temporarily medical incapacitation, unfit to perform their own work.
Scenario E:	Employees experiencing temporarily medical incapacitation, unfit to perform any kind of work.
6. The management of each of the aforementioned scenarios is as follows:

Scenario A:	The service is terminated on grounds of permanent medical incapacity.
Scenario B:	An investigation is done with a view of redeployment in accordance with approved procedures.
Scenario C:	Adaptation of the duties or work circumstances of the employee.
Scenario D:	Alternative temporary redeployment in accordance with approved procedures will be arranged. During this period of convalescence counselling and rehabilitation may be required.
Scenario E:	If the period of this temporary illness is ¹ unreasonably long and especially when the term or duration of incapacity is ² uncertain, the case will be referred to the Settlement Committee.

¹Non IOD cases: All sick and vacation leave have been utilised.
 IOD cases: A total of 365 calendar days may not be exceeded.

²Due to factors such as unsatisfactory response on treatment, counselling and rehabilitation.



 K. J. M. UBM

7. The employee may, in accordance with approved procedure, appeal³ against the recommendation of the Occupational Health Panel. In anticipation of the outcome of the appeal the following prerequisites will be applicable:

7.1 In cases where the termination of service is not recommended the recommendation of the Occupational Health Panel will be applicable.

7.2 In cases where the termination of service is recommended sick leave must be taken.

NOTE: *In the case of a successful appeal, the costs will be paid by the employer and vice versa.*

8. In the event of redeployment the following guidelines will be followed:

8.1 Where an employee does not possess the formal appointment requirements for an available post, but possesses the necessary potential or skills required for the post, he/she will be accommodated by waiving the formal appointment requirements.

8.2 In the redeployment of ill-health cases, the normal selection procedures will not be applied.

8.3 An employee will be redeployed with retention of his/her current salary notch but with a 6 (six) months phasing out period of allowances which were coupled to the previous post, but are not applicable anymore to the new post. In the case of redeployment in a post with a lower job evaluation level as the previous post the employee will retain his/her current salary notch until the upper salary notch of the new post have been adjusted to the same or a higher level. In the case of redeployment in a post with a higher job evaluation level, a service agreement will be compiled.

9. All cases where an employee can't be redeployed successfully as well as all cases where an employee rejects an alternative job offer will be referred to the Settlement Committee.

10. The Settlement Committee will consist of the following members:

The Municipal Manager or his/her nominee

General Manager: Human Resources or his/her nominee

⁴Manager: Occupational Health and Safety or his/her nominee

Manager: Staffing or his/her nominee.

Manager: Human Resources Administration or his/her nominee

Manager: Industrial Relations or his/her nominee

Relevant Departmental Head or his/her nominee⁵

³The appeal will be handled jointly by the Department concerned and Occupational Health.

⁴If the occupant of this post is not the Chairperson of the Occupational Health Panel, the Chairperson of the Occupational Health Panel must also become a member.

⁵The nominee must be functioning at the level of Manager or above and be delegated to make binding decisions on behalf of the Head of the Department.

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One representative of each of the unions approved of by the CTMM.

11. The Settlement Committee will deal with medical incapacity within its discretion and will have the authority to:
 - 11.1 Instruct a department to accommodate an employee in a specific vacant post.
 - 11.2 Terminate the services of an employee due to medical incapacity.
 - 11.3 Terminate the services of an employee on the grounds of incapacity after an unsuccessful redeployment attempt.
 - 11.4 Terminate the services of an employee on the grounds of incapacity due to the employee's refusal to accept an alternative job offer.
12. The decision of the Municipal Manager as the chairperson of the Settlement Committee is binding on all parties.
13. Due to the fact that the termination of services which are referred to in paragraphs 11.3 and 11.4 is a result of an employee's incapacity and not as a result of redundancy or operational requirements, no severance benefits will be applicable.
14. In the process of investigating and managing the alleged medical incapacity, the employee will be allowed the opportunity to state a case in response and to be assisted by a trade union representative or a fellow employee.

Signed at Pretoria on this day of 23/06 2004 on behalf of the **SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION (SALGA)**.

Signature: VB Moko

Name in full: Vincent Barney Mthuloe

Capacity: General manager: Human Resources

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

WITNESS:

1. [Signature]

[Signature]

[Signature]
K S
N M
[Signature]

Signed at Pretoria on this day of 23/06 2004 on behalf of the **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU)**.

Signature: MJ Nalanda

Name in full: NALANDE JOHN MALEMATOA

Capacity: Chairperson (acting Chair)

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU).

WITNESS

1. [Signature]

2. [Signature]

Signed at Pretoria on this day of 23/06 2004 on behalf of the **SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)**.

Signature: [Signature]

Name in full: Michael Mthembu

Capacity: Branch Secretary

SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU).

WITNESS

1. [Signature]

2. MR mathebe

[Signature]
[Signature]
IMATU UBM