



UMTSHEZI MUNICIPALITY

LEAVE POLICY

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1. PURPOSE OF POLICY

The purpose of this policy is to regulate the taking of leave by employees of the Municipality, having regard to the relevant statutory provisions regarding leave and the relevant collective agreement which relates to leave.

2. APPLICATION OF POLICY

2.1 This policy applies to all employees of the Municipality

2.2 This policy applies to the following types of leave:

2.2.1 Annual leave;

2.2.2 Sick leave;

2.2.3 Maternity leave;

2.2.4 Family responsibility leave

2.2.5 Study leave;

2.2.6 Special leave;

2.2.7 Leave without pay.

3. INCORPORATION OF COLLECTIVE AGREEMENT

3.1 A "Main Collective Agreement" relating to conditions of service ("the Collective Agreement") was entered into between the South African Local Government Association, The Independent Municipal and Allied Trade Union, and the South African Municipal Workers' Union.

3.2 The Municipality is bound by the provisions of the Collective Agreement.

3.3 The Collective Agreement regulates, inter alia, the granting of leave of the kind referred to in 2.2.1, 2.2.2, 2.2.3, and 2.2.4, 2.2.6 above in clauses 7 and 9 and thereof, and this policy is intended to give effect to the provisions of the Collective Agreement insofar as it relates to leave.

3.4 If there is any conflict between the provisions of this policy and the provisions of the Collective Agreement insofar as they relate to leave, then the provisions of the Collective Agreement shall prevail.

3.5 If the Collective Agreement is superseded by another collective agreement dealing with leave which is binding upon the Municipality, or if any provision of the Collective Agreement relating to leave is amended, then this policy shall be amended to give effect to the relevant provisions of such other collective agreement or such amendment.

4. ANNUAL LEAVE

4.1 For the purposes of this section, "leave cycle" shall mean a period of 12 months immediately following an employee's commencement of employment with the municipality and each successive period of 12 months thereafter.

4.2 In accordance with clause 3.1 of Part B the Collective Agreement, the Municipality shall grant leave in each leave cycle to its employees as follows:

4.2.1 Twenty-four days per leave cycle in the case of a 5-day worker;

4.2.2 Twenty-seven days per leave cycle in the case of a 6-day worker.

4.3 Such leave shall accrue:

4.3.1 at the rate of 2 days per calendar month in the case of a 5-day worker;

4.3.2 at the rate of 2.25 days per calendar month in the case of a 6 day worker,

Provided that if employment commences after the first day of a month, then leave shall, in the first calendar month of employment, accrue pro-rata.

Leave forms for ordinary leave should be completed prior to an employee proceeding in leave. **No leave applications for leave completed after the requested Date (s) will be regarded as paid leave.**

Saturdays, Sundays and Public Holidays, i.e. those days regarded as paid Public Holidays by the Municipality, will not be considered as days of such leave.

The Municipality will not close between Christmas and New Year. Supervisors should ensure that not all employees take leave during this period, to ensure that the services are still carried out during this season.

It is the Municipality's policy not to make payment in lieu of leave, other than on termination of service/contract when all accrued leave is paid out.

Managers may not permit an employee to take annual leave during any period of notice of termination of employment.

Annual leave must be taken in agreement with the Departmental Head.

Accrue ment of Leave

Leave will accrue during the following periods of service

- Any period of time worked with the Municipality
- Any period of annual leave
- Any period of study leave
- Any period of maternity leave
- Condoned absence on account of an accident arising out of /in the course of employment, resulting in personal injury.
- Condoned absence on account of sickness and /or accident not exceeding 80 days.
- Leave will not accrue during absence without permission.

Religious leave

Employees who wish to observe religious days (other than officially recognized Public Holidays) should apply for annual leave.

4.4 In accordance with clause 3.1.2 of Part B of the Collective Agreement, an employee is required to take leave within each leave cycle as follows:

4.4.1 A 5-day worker shall take a minimum of 16 days leave;

4.4.2 A 6-day worker shall take a minimum of 19 days leave.

4.5 In accordance with clause 3.1.3 of Part B of the Collective Agreement, all leave accrued to employees of the Municipality as at 31 December 2003 shall be dealt with as follows:

4.5.1: The value of such leave shall be determined at the rate of pay as at 31 December 2003;

4.5.2: Employees shall either take or encash such leave within a period of 2 years calculated from 1 January 2004;

4.5.2 Notwithstanding the provisions of 4.5.2, an employee is entitled to retain a maximum of 48 days of accrued leave.

4.6 In accordance with clause 3.1.4 of Part B of the Collective Agreement, leave accumulated subsequent to 1 January 2004 may be accumulated to a maximum of 48 days inclusive of those days referred to in 4.5.2

4.7 In accordance with clause 3.1.5 of Part B of the collective Agreement, any leave in excess of 48 days may be encashed should the employee be unable to take such leave as a result of operational requirements. If, despite being afforded and opportunity to take leave, an employee fails refuses or neglects to take leave due to him or her, such remaining leave shall fall away and be forfeited by the employee.

4.8 If leave is encashed pursuant to 4.7, the value thereof shall be determined at the employee's rate of pay as at the date of encashment.

4.9 In accordance with clause 3.1.6 of Part B of the Collective Agreement, an employee may not have more than 48 days annual leave to his credit.

4.10 In accordance with the provisions of clause 3.1.7 of Part B of the Collective Agreement, in the event of the termination of service, an employee shall be paid his or her leave entitlement in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997.

5. SICK LEAVE

5.1 In accordance with the provisions of clauses 3.2.1, 3.2.2 and 3.3.3 of Part B of the Collective agreement:

5.1.1 The municipality shall grant an employee 80 days sick leave in a 3 –year leave cycle;

5.1.2 The municipality may require a medical certificate from a medical practitioner if more than 2 consecutive days are taken as sick leave;

5.1.3 The Municipality is not required to pay an employee if such employee is absent on more than 2 occasions during an 8 – week period, and on request by the Municipality, 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.

5.2 For the purposes of this paragraph, "3-year cycle" shall mean a period of 3 years calculated from the date of commencement of employment of the employee by the Municipality.

5.3 If an employee falls ill whilst on annual leave such leave may be converted to sick leave provided that a certificate from a registered medical practitioner is submitted to substantiate the indisposition.

Employees are to notify their Supervisors/Managers by 10h00 on their first day of absence.

5.4 SPECIAL SICK LEAVE

5.4.1 INJURED ON DUTY (IOD) OR OCCUPATIONAL DISEASES LEAVE

5.4.1.1

If an employee suffers an injury on duty or contracts an occupational diseases arising out of or in course of his/her duty, the Municipality shall grant such employee injury on duty or occupational disease leave, at the salary value of 100% of normal pay during a period of a temporary total disablement as provided for in the Compensation for Occupational Injuries and Diseases Act.

5.5.1 ADDITIONAL SICK LEAVE

If an employee has exhausted all sick leave, but has applied for a medical boarding, 20 additional days sick leave shall be granted.

PROCEDURES FOR SICK LEAVE

1. If an employee is unexpectedly ill, such employee is required to contact his/her supervisor before 10:00 on the first day of absence and provide the supervisor with the expected duration of absence.
2. The employee must complete a leave form on his or her first day return to work and submit it immediately to his or her supervisor for authorisation.

6. MATERNITY LEAVE

In accordance with clauses 3.3.1 and 3.3.2 of Part B of the Collective agreement:

6.1 An employee shall be entitled to receive 3 months paid maternity leave per confinement, with no limit to the number of confinements; this provision shall apply even if a child is still-born;

6.2 In order to qualify for paid maternity leave, however, an employee must have 1 years' service with the Municipality.

6.3 Before proceeding on maternity leave the employee must complete a leave form thereby indicating to return to work on a date mutually agreed upon by both parties.

6.4 Should the employee have any annual leave owing to her she may elect to take some at the conclusion of her maternity leave period instead of unpaid leave.

6.5 If maternity leave occurs during a period when any annual bonuses are paid, the employee will be eligible for their full bonus.

7. FAMILY RESPONSIBILITY LEAVE

In accordance with clause 3.4 of Part B of the Collective Agreement:

7.1 The Municipality shall grant an employee during each annual leave cycle at the request of an employee a total of 5 days family responsibility leave which the employee is entitled to take:

7.1.1 when the employee's child is born;

7.1.2 when the employee's child is sick;

7.1.3 when the employee's spouse or life partner is sick;

7.1.4 in the event of the death of:

7.1.4.1 the employee's spouse or life partner; or

7.1.4.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling;

7.2 Family responsibility leave applies to an employee who has been employed by the municipality for longer than 4 months.

Proof of such incidents must accompany the request.

8. STUDY LEAVE

A Part-time Study Agreement must be completed where an employee enrolls for a full academic year at a Registered Learning Institution.

Employees who have had courses of study approved by the Municipality shall sign a part-time study agreement.

Special leave for examination purposes shall be granted to employees who are studying at a Registered Learning Institution but have not signed a Part-Time Study Agreement with the Municipality.

An employee may be granted leave for studying and examination purposes as follows, if in the opinion of the Municipal Manager the course of study better equips the employee to fulfil his or her functions as an employee or is likely to be of benefit to the Municipality, and shall be granted leave for studying and examination purposes as follows if he or she is the recipient of a bursary from the Municipality under its Bursary policy:

8.1 In order to allow the employee to prepare for examinations, two days leave per subject may be granted prior to writing the examination.

8.2 In order to enable the employee to sit for examinations, 1 day leave per examination may be granted.

In cases where the employee is nominated by the Municipality as a result of a Skills Development Programme to attend a full-time Course, the consequent absence will be treated as normal work time.

9. SPECIAL LEAVE

9.1 This leave refers to leave not covered in the Conditions of Service collective agreement in the SALGBC or at Divisional level.

9.1.1 A maximum of 10 days or less in any calendar year, and the Municipal Manager is of the opinion that the circumstances of the case justify the granting of leave, the Municipal Manager may grant such leave. This leave cannot accumulate.

9.2 Special leave as contemplated above may be granted only in exceptional cases and then only if the applicant supports the application with all such information and documentation as may be required by the Municipality.

9.3 This leave may only be granted for the following:

9.3.1 Court appearances by employee as a witness

9.3.2 Study purposes

9.3.3 National and provincial support sport representation

10. LEAVE WITHOUT PAY

10.1 If an employee applies for unpaid leave:

10.1.1 for a total period of 10 days or less in any calendar year, and the Municipal Manager is of the opinion that the circumstances of the case justify the granting of leave, the Municipal Manager may grant such leave;

10.2 Unpaid leave as contemplated above may be granted only in exceptional cases and then only if the applicant supports the application with all such information and documentation as may be required by the Municipality. Should unpaid leave be granted, it shall be on condition that the employee continues to subscribe and fund their portions of medical aid (where applicable) and pension schemes contributions should there not be enough remuneration to cover such.

10.3 If, however, an employee is absent from work due to:

10.3.1 Arrest, imprisonment or appearance on a criminal charge, which leads to his or her conviction; or

10.3.2 A criminal sentence, then, if such person remains in the employ of the Municipality, he or she shall be required to take unpaid leave during such absence.

11. WHEN APPLICATION FOR LEAVE IS NOT REQUIRED

11.1 An employee is not regarded as being absent from duty and therefore is not required to apply for or utilise leave in the following circumstances:

11.1.1 When the employee is required to appear as a witness:

11.1.1.1 in a court case;

11.1.1.2 at an inquest;

11.1.1.3 before an official commission of inquiry;

11.1.1.4 before a committee of any legislature;

11.1.2 When the employee is required to appear as a defendant or co-defendant in a civil court case arising from his or her official duties;

11.1.3 When the employee attends a training course with the permission of the municipality;

11.1.4 When the employer as an office bearer or shop steward is involved in labour relations activities deemed to be in the interests of the municipality, such as dissemination of information, briefings and training.

11.2 In any case referred to in 11.1, an employee shall as far as possible in advance of absenting himself or herself submit to the municipality all such documentary evidence as may be reasonably required to prove that he or she is required to be absent, such as summonses and subpoenas.

12. EMPLOYEES MAY NOT ABSENT THEMSELVES WITHOUT LEAVE.

13. APPLICATION AND RECORDS

13.1 All applications for leave must be made on the form prescribed by the Municipal Manager.

13.2 Heads of Department must ensure that leave forms are submitted for all absences from duty.

13.3 The Human Resources Manager must ensure that a leave file is maintained and accurate records kept of all leave taken for each employee.

13.4 The form and content of the file and records contemplated in 13.3 shall be determined by the Municipal Manager

14. ADMINISTRATION OF POLICY

The Municipal Manager shall be responsible for the administration of this policy, including consideration of all leave applications; provided that the Municipal Manager may delegate all or any of his responsibilities and functions hereunder to such manager or managers of the Municipality as he or she deems appropriate.

15. REVIEW OF POLICY

This policy may be reviewed annually.

16 AMENDMENTS AND/OR ABOLITION OF THIS POLICY

This policy may be amended or repealed by the Council after consultation with Management and trade unions.

17. COMMENCEMENT OF THE POLICY

This policy shall come into effect on the date on which it is adopted by the Council of the Municipality.

Res. No. 225.03.14