

16/B

A3

SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

GUIDELINES REGARDING ESSENTIAL SERVICES AND MINIMUM SERVICE AGREEMENTS

1. PREAMBLE

- 1.1 The local government undertaking as a whole is not *per se* an essential service.
- 1.2 These guidelines must be read in conjunction with Part C Section 4 of the Main Collective Agreement.

2. DESIGNATED ESSENTIAL SERVICES

- 2.1 For the purposes of concluding Minimum Service Agreements, *Designated Essential Services* shall be as defined at clause 11 in Part J of the Main Collective Agreement.
- 2.2 The entire designated service is in the first instance essential. Minimum Service Level Agreements shall deal with each specific occupation, including technical or administrative posts, within the designated service.

3. MINIMUM SERVICE AGREEMENTS

- 3.1 Minimum Service Agreements as set out in the *pro forma* agreement and in Annexures "A" to "C", shall be concluded in the Local Labour Forum or Metropolitan Division.
- 3.2 The Minimum Service Agreement is a subsidiary agreement of Part C, Section 4 in the Main Collective Agreement and all the terms, definitions and provisions of that section and these guidelines and their interpretations apply to the Minimum Service Agreements.
- 3.3 The motivation to be provided in Annexure C of the *pro forma* agreement shall include:
- 3.3.1 Why the service in question is essential only at the reduced level and if so, precisely what such reduced level is, having regard *inter alia* to staffing levels, times of provision, including any shift systems and differentiated service in normal times, geographic and community areas of provision and the like.
- 3.3.2 Why the reduced level of service and staffing is considered to be adequate to meet the objectives of the definition of an essential service.
- 3.4 The Executive Committee of the Central Council may at any time request for reports from the Local Labour Forums or Metropolitan Divisions on progress or areas of disagreement and may establish revised deadlines for particular municipalities or take such steps to assist and/or conciliate between the parties.
- 3.5 In the event that the parties have failed to reach agreement within the specified period or any extension date contemplated in 3.4 above, the dispute (in the form of a report) shall be referred by the Secretary of the LLF to the Regional Secretary of the relevant Division and



J. MATHU

A4

dealt with in terms of section 4 below. The Secretary of the LLF shall record the nature and issues in disagreement, reflecting the views of each party, in the report.

- 3.6 Minimum Service Agreements, together with LRA Form 4.8, shall be forwarded to the relevant Division of the SALGBC. The Regional Secretary of the Division shall submit the Agreement to the Essential Services Committee for ratification in terms of section 72 of the Act. A copy of the agreement must be submitted to the SALGBC Head Office.

4. DISPUTE RESOLUTION

- 4.1 On receipt of a report in terms of 3.5 above, the Regional Secretary of the Division shall seek to determine the nature of the dispute. In the event that the dispute is as contemplated in section 73 of the Act and involving:

- A disagreement on whether a service is an essential service; or
- Whether a particular employee or employees fall within a designated essential service,

Then the dispute shall be referred to the Essential Service Committee for a determination;

- 4.3 If the dispute is about the number of employees necessary to maintain a minimum service as contemplated in 3.3.2 above, the dispute shall be referred by the Regional Secretary of the Division to the Essential Services Committee which must determine the dispute.

Handwritten signatures and initials at the bottom of the page, including a large signature and the name 'I. MATU'.

MINIMUM SERVICE AGREEMENT FOR

NAME OF MUNICIPALITY: CAPE AGULHAS MUN

Whereas the Parties to the SALGBC entered into a Main Collective Agreement regulating conditions of service in the sector,

Whereas the Main Collective Agreement defines the designated essential services and requires that the Parties conclude Minimum Service Collective Agreements in the Local Labour Forum.

Whereas the Main Collective Agreement further provides for the SALGBC to set guidelines for the conclusion of Minimum Service Level Agreements which guidelines must be taken into account by the Parties when concluding the Minimum Service Level Agreements.

Whereas the Parties are conscious that the local government undertaking as a whole is not *per se* an essential service, but that in the absence of a Minimum Service Level Agreement, all employees in the designated essential services are prohibited in law from striking or participating in a strike and,

Now therefore the Parties hereunder have entered into a Minimum Service Level Agreement which regulates the occupations and numbers of employees within the designated essential services who are required to maintain the minimum service levels and those occupations and numbers of employees who are permitted to participate in a strike.

1. The parties hereunder enter into this agreement in terms of Part C, Section 4 of the SALGBC Main Collective Agreement and the SALGBC Guidelines regarding essential services and minimum service agreements.
2. This Minimum Service Level Agreement is a subsidiary agreement of Section 4 of the Main Collective Agreement and all the terms, definitions and provisions of that agreement apply to this agreement and its interpretation.
3. In the event of a strike, the employer shall in the first instance have regard for the number of workers who have declined to participate in the strike to determine whether or not the agreed minimum service level as set out in this agreement has been met.
4. In the event that the number of workers who decline to strike does not reach the agreed minimum service level and does not permit the agreed minimum service level to be met, the employer shall inform the unions of the occupations and numbers of employees that are required to report for duty to ensure that the situation is addressed.
5. The parties shall monitor the occupations and numbers of employees in the designated essential services during the course of the strike and in the event that the agreed minimum service level as stipulated in Annexure C is not complied with, the employer shall inform the unions who shall ensure that the situation is addressed.
6. This Agreement has been entered into with effect from and shall be for an indefinite period but subject to review biennially to consider the following:
 - a. To ascertain whether or not there has been any change in the nature or extent of the designated essential service provided and whether or not such changes require a change to the staffing levels indicated;
 - b. To give effect to any revision of the current Essential Service designations by the Essential Service Committee; and

01 AUGUST 2010

Handwritten signatures and initials, including a large signature on the left and a smaller one on the right, with the initials 'T.M.Tu' visible below the larger signature.

A6

- c. The effect of vacancies on the approved organogram in the designated essential service.
- 8. In the event of any amendments, the amended Minimum Service Agreement shall be returned to the relevant division of the SALGBC which shall in turn refer copies to the SALGBC Head Office and to the Essential Service Committee for ratification in terms of section 72 of the Act.

FOR THE MUNICIPALITY

FOR THE UNIONS

NAME: Eben Phillips
(Print)
 SIGNATURE: [Signature]
 DATE: 30/07/2010

IMATU

NAME: RAT. Olivier
(Print)
 SIGNATURE: [Signature]
 DATE: 30/07/10

SAMWU

NAME: JACOBUS JAARS
(Print)
 SIGNATURE: [Signature]
 DATE: 29/07/10

[Large Signature]

[Signature]

9

ANNEXURE A

MINIMUM SERVICES AGREEMENT FOR

CAPE AGULHAS MUNICIPALITY

NAME OF MAIN DEPARTMENTS, SERVICE UNIT OR SECTIONS AS PER ORGANOGRAM	NAME OF MUNICIPALITY:	NUMBER OF EMPLOYEES PER DEPARTMENT OR SECTION AS PER ORGANOGRAM	DESIGNATED ESSENTIAL SERVICES FALLING WITHIN DEPARTMENT, SERVICE UNIT OR SECTION	NUMBER OF EMPLOYEES IN SUCH DESIGNATED SERVICE
CORPORATE SERVICES	CAPE AGULHAS MUNICIPALITY	44	Municipal Traffic and Policing	19
ELEKTRO-MECHANICAL ENGINEERING SERVICES		20	The Generation, Transmission and Distribution of Power	20
CIVIL ENGINEERING SERVICES		119	Supply and Distribution of Water The Maintenance and operation of Sewerage purification works The Collection of refuse of an organic nature (twinwells) The Collection and disposal of refuse at a disposal site. The Collection of refuse left uncollected for 14days or longer, including domestic refuse and refuse on public roads and open spaces The maintenance and operation of water purification works. Waste Removal.	49 2 27 5 27
TOTALS:		183		27 180

ANNEXURE B

MINIMUM SERVICES AGREEMENT FOR

NAME OF MUNICIPALITY: CAPE AGULHAS MUNICIPALITY

Designated Essential Service in terms of Government Gazette No.18276 of 12 September 1997	Number of Employees in Designated Service	Number of Employees in Minimum Service	Employees in terms of specific occupations and or functions to be at work in Minimum Service in event of a Strike	Number of Employees in Designated Service who may Strike	
	Column A	Column B	Job Designation	Job Designation	Column F
1 (a) Municipal Traffic and Policing					
1 (b) Municipal Health					
1 (c) Municipal Security					
1 (d) Supply and Distribution of Water					
1 (e) The Generation, Transmission and Distribution of Power					
1 (f) Fire Fighting					
2. The following parts of Sanitation Services as designated:					
2 (a) The maintenance and operation of water borne sewerage systems, including pumping stations and the control and discharge of industrial effluent into the system.					
2 (b) The maintenance and operation of sewerage purification works.					
2 (c) The collection of refuse of an organic nature.					
2 (d) The collection of infectious refuse from medical and veterinary hospitals and practices.					
2 (e) The collection and disposal of refuse at a disposal site.					
2 (f) The collection of refuse left uncollected for 14 (fourteen) days or longer, including domestic refuse and refuse on public roads and open spaces.					

ADDITIONAL ANNEXURE B

Approved by the Executive Committee of the Central Council on 24 November 2008


 (S.M.J.)

 I.M.T.

ANNEXURE B

MINIMUM SERVICES AGREEMENT FOR

CAPE AGULHAS MUNICIPALITY

NAME OF MUNICIPALITY:

Designated Essential Service in terms of Government Gazette No.18276 of 12 September 1997

Designated Essential Service in terms of Government Gazette No.18276 of 12 September 1997	NAME OF MUNICIPALITY:		Employees in terms of specific occupations and or functions to be at work in Minimum Service in event of a Strike		Number of Employees in Designated Service who may Strike	
	Number of Employees in Designated Service	Number of Employees in Minimum Service	Job Designation	Number of Employees	Job Designation	Number of Employees
	Column A	Column B	Column C	Column D	Column E	Column F
3. The following Services provided by the public sector:						
3 a) Emergency Health Services and the provision of Emergency Health Facilities to the Community or Part thereof						
3 (b) Nursing						
3 (c) Medical and Paramedical Services						
4. The following services in support of the Services in 3 above:						
4 (a) Catering						
4 (b) Medical Records						
4 (c) Security						
4 (d) Porter and Reception						
4 (e) Pharmaceutical and Dispensary						
4 (f) Medical Quality Control Laboratory						
4 (g) Forensics						
4 (h) Laundry						
4 (i) Clinical Engineering						
4 (j) Hospital Engineering						
4 (k) Waste Removal						
4 (l) Mortuary						
4 (m) Pest Control						

ADDITIONAL ANNEXURE B

SEE

(Signature)
I.M.A.14

ADDITIONAL ANNEXURE B

MINIMUM ESSENTIAL SERVICES WORKERS - IMATU						
	Number of Employees in Designated Services	Number of Employees in Minimum Services	Employees in terms of specific occupations and or functions to be at work in Minimum Service in event of a Strike			Number of Employees in Designated Services who may Strike
			Column A	Column B	Column C	
1(a) Municipal Traffic and Policing	19	7	Chief: Traffic Services	1	7	0
		1	Superintendent: Traffic Services	1	1	0
		5	Traffic Officers	5	5	0
				7	7	0
Total						26
1(d) Supply and Distribution of Water	49	49	Manager: Water and Sewerage Distribution	1	1	0
		11	Napier: Water and Sewerage Foreman and 3x Workers	4	4	7
		6	B/dorp: Water Teamleader and 3x Workers	4	4	2
		5	B/dorp: Sewerage Teamleader and 2x Workers	3	3	2
		4	Roaming Team	0	0	4
		2	B/dorp: Sewerage Truck Driver and 1x Worker	2	2	0
		5	WHK: Teamleader and 2x Workers	3	3	2
		11	S/B: Teamleader and 3x Workers	4	4	7
		2	S/B: Sewerage Truck Driver and 1x Worker	0	0	2
		2	Superintendents	2	2	2
The Generation, Transmission and Distribution of Power	20	20		6		14
1(e)		1	Assistant Director: Electro Mechanical Services	1	1	0
		1	Manager: Electro Mechanical Services	1	1	0
		18	2x Senior Electricians and 2x Workers	4	4	14
The Maintenance and operation of sewerage purification works	2	2		1		1
2(b)		2	Process Controllers	1	1	1

(SABUNY)
 IMATU
 Q

ADDITIONAL ANNEXURE B

	Column A	Column B	Column C	Column D	Column E	Column F
The Collection of refuse of an organic nature (tuinvullis)	27	27	Manager: Solid Waste, Water and Water purification 5x Driver and 11x Workers	17		10
		1		1		0
		26		16		10
The Collection and disposal of refuse at a disposal site	5	5	4x Workers	4		1
				4		1
The Collection of refuse left uncollected for 14 days or longer, including domestic refuse and refuse on public roads and open spaces	27	27	5x Team Leaders 22x Workers	17		10
				5		0
				22		0
The maintenance and operation of water purification works	4	4	4x Operators	4		0
				4		0
Waste Removal	27	27	Manager: Solid Waste, Water and Water purification 5x Driver and 11x Workers	17		10
		1		1		0
		26		16		10

Note:


Standby personnel can still do standby duties after hours even if they are on strike during the day


 Samson


 IMHATA

ANNEXURE C
MINIMUM SERVICES AGREEMENT FOR
NAME OF MUNICIPALITY: CAPE AGULHAS MUNICIPALITY

Designated Essential Service in terms of Government gazette No. 18276 of 12 September 1997	MOTIVATION You need to show why the particular level of staff that will work during a strike to maintain the service is necessary to prevent a threat to the health, personal safety or life of a whole or part of the community.
1(a) Municipal Traffic and Policing	(Give an example of the motivation) At least one traffic officer for each or a number of towns (8) in the area
1(b) Municipal Health	
1(c) Municipal Security	
1(d) Supply and Distribution of Water	To provide the minimum staff for each or a number of towns in the area to continue service delivery and be able to handle emergencies
1(e) The Generation, Transmission and Distribution of Power	Same as motivation for 1(d)
1(f) Fire Fighting	
2. The following parts of Sanitation Services as designated:	
2 (a) The maintenance and operation of water borne sewerage systems, including pumping stations and the control and discharge of industrial effluent into the system.	
2 (b) The maintenance and operation of sewerage purification works.	To provide the minimum staff for each or a number of towns in the area to continue service delivery and be able to handle emergencies.
2 (c) The collection of refuse of an organic nature.	Same as motivation for 2(b)
2 (d) The collection of infectious refuse from medical and veterinary hospitals and practices.	
2 (e) The collection and disposal of refuse at a disposal site	Same as motivation for 2(b)
2 (f) The collection of refuse left uncollected for 14 (fourteen) days or longer, including domestic refuse and refuse on public roads and open spaces.	Same as motivation for 2(b)
2(g) The maintenance and operation of water purification works	To provide safe and clean water


 IMA TU
 (SAM)

Approved by the Executive Committee of the Central Council of 24 November 2018

ANNEXURE C
MINIMUM SERVICES AGREEMENT FOR
NAME OF MUNICIPALITY: CAPE AGULHAS MUNICIPALITY

Designated Essential Service in terms of Government gazette No.18276 of 12 September 1997	MOTIVATION You need to show why the particular level of staff that will work during a strike to maintain the service is necessary to prevent a threat to the health, personal safety or life of a whole or part of the community. (Give an example of the motivation)
3. The following Services provided by the public sector:	
3(a) Emergency health services and the provision of emergency health facilities to the community or part thereof	
3(b) Nursing	
3(c) Medical and paramedical services	
4. The following Services in support of the services in 3. above:	
4 (a) Catering	
4 (b) Medical Records	
4 (c) Security	
4 (d) Porter and Reception	
4 (e) Pharmaceutical and Dispensary	
4 (f) Medical Quality Control Laboratory	
4 (g) Forensics	
4 (h) Laundry	
4 (i) Clinical Engineering	
4 (j) Hospital Engineering	
4 (k) Waste Removal	
4 (l) Mortuary	
4 (m) Pest Control	To provide the minimum staff for each, or a number of towns in the area to continue service delivery

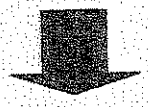

 IMATU

LRA form 4.8
Section 72
Labour Relations Act 1995

**REQUEST FOR RATIFICATION OF
COLLECTIVE AGREEMENT
PROVIDING FOR MAINTENANCE
OF MINIMUM SERVICES**



READ THIS FIRST



**WHAT IS THE PURPOSE OF
THIS FORM?**

This form is a request to the essential services committee to ratify any collective agreement that provides for the maintenance of minimum services in a service designated as an essential service.

WHO FILLS IN THIS FORM?

Representatives of the parties to the collective agreement.

**WHERE DOES THIS FORM
GO?**

Essential services committee
C/o CCMA
28 Harrison Street
Johannesburg 2001
Private Bag X94
Marshalltown, 2107
Tel: (011) 377 6650
Fax: (011) 834 7351
E-mail: ho@CCMA.org.za

OTHER INSTRUCTIONS

A copy of the collective agreement must accompany this form.

1. DETAILS OF THE PARTIES TO THE AGREEMENT

Employer Parties

Name CAPE AGULHAS MUNICIPALITY
Postal Address P.O. Box 51
BREDASDORP
7280
Contact person BRIDGET SALO
Reference number: 615

(Use additional paper if necessary)

Tel: 028-4255500 Fax: 028-4251019
Cell: 082 398 2504 E-mail: bridgets@capeagulhas.com

Trade Union Parties

Name IMATU + SAMWU
Postal Address P.O. Box 51
BREDASDORP
7280
Contact person PAT OLIVIER (Imatu) + GAVIN LE ROUX (Samwu)
Reference number: 660 3092

(Use additional paper if necessary)

Tel: Fax: 028-4251019
Cell: 074 369 5681 (P. Olivier) E-mail:
076 323 0147 (G. Le Roux)

CCMA REF. No. Please turn over →

Handwritten signatures and initials:
IMATU
SAMWU

The description of the designated essential service in paragraph 3 must reflect the service as designated in the Government Gazette.

2. CLAUSE(S) OF THE AGREEMENT PROVIDING FOR MINIMUM SERVICES?

Clause 3

3. DETAILS OF THE DESIGNATED ESSENTIAL SERVICE

Describe the designated essential service:

See Annexure A, page 5 of the agreement

4. DETAILS OF THE EMPLOYEES WHO ARE BOUND BY THE COLLECTIVE AGREEMENT

- a How many employees fall within the designated essential service?
- b How many employees fall within the minimum service?
- c Describe the nature of the work performed by the employees who fall within the minimum service.

a) 126 (the same employees are used for organic refuse, domestic refuse and waste removal = 27 employees)

b) 114

c) See Additional Annexure B Column C of the agreement

Please turn over →

d Describe the nature of the work performed by the employees who fall within the designated essential service, but who do not fall within the minimum service.

See Annexure A, page 5, Column 3 of the agreement

The motivation for ratification in paragraph 5 must demonstrate that the application of the agreement does not endanger the life, personal safety or health of people.

5 MOTIVATION FOR RATIFICATION

See Annexure C on page 9-10 of the agreement

Please turn over →

[Handwritten signature]
CMAA 9

6 IS THIS REQUEST URGENT?

Yes No

If yes, explain why it is urgent.

.....
.....
.....
.....
.....
.....
.....

7 SIGNATORIES

CHECK

Have you attached a copy of the collective agreement

Employer Parties
Name: EDEN PHILLIPS
Signature: [Signature]
Position: ACTING MUNICIPAL MANAGER
Date: 30/07/2010
Tel: 028-4255500
Fax: 028-4251019
E-mail: info@capeagulhas.com

Trade Union Parties
Name: JACOBUS JANS
Signature: [Signature]
Position: Shop Steward
Date: 29/07/10
Tel: 0710773322
Fax: _____
E-mail: _____

(Use additional paper if necessary)

NAME: Prof. Olivier
SIGNATURE: [Signature]
POSITION: [Signature]
DATE: 30/07/10
TEL: 0243695681
FAX: _____
E-MAIL: _____

[Signature]
[Signature]
[Signature]