



LEAVE MANAGEMENT POLICY 2019-20

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1. DEFINITIONS

“Employee” is any official who is employed and works for the municipality and who is entitled to receive remuneration for any official services rendered to the municipality.

“Municipality” for the purpose of this policy means Lesedi Local Municipality.

“Main Collective Agreement” is an agreement entered into between the South African Local Government Association, The Independent Municipal and Allied Trade Union, and the South African Municipal Workers’ Union 1 July 2015 and shall remain in force until 30 June 2020. Thereafter, the period shall be determined by the Minister of Labour.

“Municipal Manager” head of administration and the Accounting Officer of Lesedi Local Municipality.

“Municipal Council” means the Council of Lesedi Local Municipality

2. PURPOSE

The purpose of this policy is to regulate the taking of leave by employees of Lesedi Local Municipality, having regard to the relevant statutory provisions regarding leave and the relevant Main Collective Agreement insofar as it relates to leave.

3. APPLICATION OF THE POLICY

- This policy applies to all employees of Lesedi Local Municipality.
- This policy does not apply to shift workers and standby workers of the Municipality.

This Policy applies to the following types of Leave:

1. Annual Leave
2. Sick Leave
3. Maternity Leave
4. Family Responsibility Leave
5. Study Leave

6. Special Leave
7. Leave Without Pay.

4. INCORPORATION OF THE MAIN COLLECTIVE AGREEMENT

- 4.1 A "Main Collective Agreement" relating to conditions of service was entered into between by the South African Local Government Association, The Independent Municipal and Allied Trade Union, and the South African Municipal Workers' Union on 1 July 2015.
- 4.2 The Main Collective Agreement regulates, inter alia, the granting of leave referred to in Clause 8. This policy is intended to give effect to the provisions of the Main Collective Agreement as far as it relates to leave.
- 4.3 The Municipality is bound by the provisions of the Main Collective Agreement.
- 4.4 If there is any conflict between the provisions of this policy and the provisions of the Main Collective Agreement insofar as they relate to leave, then the provisions of the Main Collective Agreement shall prevail.
- 4.5 If the Main Collective Agreement is superseded by another Main Collective Agreement dealing with leave which is binding upon the Municipality, or if any provisions of the Main Collective Agreement relating to leave is amended, then this policy shall be amended to give effect to the relevant provisions of such other Main Collective Agreement or such amendment.

5. TYPES OF LEAVE

5.1 Annual Leave

- 5.1.1 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.
- 5.1.2 In accordance with clause 8.1 of Section B the Main Collective Agreement, the Municipality shall grant leave in each leave cycle to its employees as follows:
 - a) Twenty-four (24) days per leave cycle in the case of a 5-day worker.
 - b) Twenty-seven (27) days per leave cycle in the case of a 6-day worker.
- 5.1.3 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.

- a) At the rate of 2 days per calendar month in the case of a 5-day worker.
- b) At the rate of 2.25 days per calendar month in the case of a 6 day worker.

5.1.4 In accordance with clause 8.1.3 of Section B of the Main Collective Agreement, an employee is required to take leave within each leave cycle as follows:

- a) A five (5)-day worker shall take a minimum of 16 days leave.
- b) A six (6)-day worker shall take a minimum of 19 days leave.

5.1.5 In accordance with clause 8.1.6 of Section B of the Main 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.

5.1.7 If leave is encashed pursuant to 8.1.6, the value thereof shall be determined at the employee's rate of pay as at the date of encashment.

5.1.8 In accordance with clause 8.1.5 of Section B of the Main Collective Agreement, annual leave shall only be accumulated to a maximum of 48 working days.

5.1.9 In accordance with the provisions of clause 8.1.8 of Section B of the Main 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 75, 1997 as amended.

5.2. Sick Leave

5.2.1 In accordance with the provisions of clauses 8.2.1 of Section B of the Main Collective Agreement, the municipality shall grant an employee 80 days sick leave in a 3 year leave cycle, provided that in the respect of new appointments an employee may not take more than 30 days sick leave in the first year of employment.

5.2.2 In accordance with the provisions of clauses 8.2.2 of Section B of the Main Collective Agreement, the employee shall be required to submit a medical certificate from a registered medical practitioner or any other person who is certified to diagnose and

treat patients and who is registered with a professions council established by an Act of Parliament, if more than two (2) consecutive days are taken as sick leave. The employer may request a sick leave certificate for every day of sick leave where there is evidence of abuse of sick leave.

5.2.3 In accordance with the provisions of clauses 8.2.3 of Section B of the Main Collective Agreement 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.

5.3 Maternity Leave

In accordance with clauses 8.3.1, 8.3.2 and 8.3.3 of Section B of the Main Collective Agreement:

5.3.1 An employee, including an employee adopting a child under three (3) months, shall be entitled to receive 3 months paid maternity leave or adoption leave, with no limit to the number of confinements or adoptions; this provision shall apply even if a child is still-born.

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

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

5.4. Family Responsibility Leave

In accordance with clause 8.4 of Section B of the Main Collective Agreement:

5.4.1 The Municipality shall grant an employee during each annual leave cycle (as defined in 5.1.1) at the request of an employee a total of 5 days family responsibility leave which the employee is entitled to take, either when:

- a) The employee's child is born
- b) The employee's child is sick
- c) The employee's spouse or life partner is sick
- d) In the event of the death of the employee's spouse or life partner and the employee's parent, adoptive parent, parents-in-law grandparent, child, adopted child, grandchild or sibling.

5.4.2 Family responsibility leave applies to an employee who has been employed by the Municipality

for longer than 4 months.

5.5 Study Leave

5.5.1 An employee, Municipal Manager and manager directly accountable to the Municipal Manager may be granted leave for studying and examination purposes , if in the opinion of the Municipal Manager the course of study better equips the employee to fulfill 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:

- a) In order to allow the employee to prepare for examinations, 1 day leave per subject may be granted.
- b) In order to enable the employee to sit for examinations, 1 day leave per examination may be granted.

5.5.2 Proof of examination in the form of the examination timetable from the institution where the employee is studying must be submitted before special leave may be considered.

5.5.3 The examination timetable must be submitted to the HOD at least 3 weeks prior to writing of the first paper, or 1 month if the period of absence will be more than 2 weeks, unless there are factors beyond the staff member's control, for example, late issue of timetable by the institution. Failure to make the submission within the time frames above will result in the application not being approved.

5.5.4 Study leave applies to an employee who has been in the employment of the Municipality for more than four months.

5.5.5 Rewriting examinations

- a) No study leave shall be granted for the rewriting of an examination.
- b) Special leave of one (1) full working day for the purpose of rewriting the examination shall be allowed.

5.6 Special Leave

5.6.1 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.

- 5.6.2 For a period of more than 10 days in any calendar year, and the Municipal Manager is of the opinion that the circumstances of the case justify the granting of leave.
- 5.6.3 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.
- 5.6.4 Two (2) days special leave with full-pay be may be granted to an employee if he/she is transferred at Municipality expense.
- 5.6.5 Special leave may be granted to employees with disabilities for the attendance of orientation courses or training courses designed to assist them in handling specific aspects of their disability, to equip them and enable them to be more efficient and effective at the work place, for example, a blind person training in guide dog handling, an injured person attending occupational therapy.
- 5.6.6 Special leave may be granted to an employee for the purpose of rehabilitation from alcohol and/drug abuse. All applications must be supported by applicable documentations. Applications for leave must be in advance as approval is required prior the official going on leave and should be approved by the Municipal Manager.

5.7 Leave without pay

- 5.7.1 If an employee applies for unpaid leave 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.
- 5.7.2 If an employee applies for unpaid leave for a period of more than 10 days in any calendar year, and the Municipal Manager is of the opinion that the circumstances of the case justify the granting of leave.
- 5.7.3 If an employee is absent from work due to arrest, imprisonment or appearance at court for a criminal charge, then if such person remains in the employee of the Municipality, he or she shall be require to take annual or unpaid leave during such absence.

6. LEAVE ENCASHMENT

- 6.1 In the instance where an employee of the Municipality is employed by the Municipality in terms of an individual contract which contains provisions relating to the encashment of leave, the provisions of the contract will apply. In all other instances, all leave accrued to employees

shall be dealt with as follows.

- 6.2 In accordance with the Main Collective Agreement, all employees must take a minimum of 16 days accrued leave per leave cycle.
- 6.3 In accordance with the Main Collective Agreement, accrued leave not taken in a leave cycle may be accumulated to a maximum of 48 days.
- 6.4 In accordance with the Main Collective Agreement and subject to sections 8.1.6 and 6.7 of this policy, accumulated leave in excess of 48 days shall fall away and be forfeited by the employee if the employee fails, refuses or neglects to take leave due to him or her despite being afforded an opportunity to take such leave.
- 6.5 In accordance with the Main 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.
- 6.6 An employee may encash a maximum of 8 days in a leave cycle, subject to the following conditions:
 - a) The encashment of leave in terms of this section is not an automatic right and shall only be permitted when approved by the Municipal Manager in special circumstances relating to family responsibility or cases of emergency or urgency.
 - b) applications for the encashment of leave in terms of (a) above will only be considered if the employee concerned has already taken 16 days leave in the leave cycle in which the application is made or has accrued or will accrue sufficient days to enable the employee to take 16 days leave in that cycle.
 - c) Application for the encashment of leave in terms of (a) above must be accompanied by written motivation and documentary evidence supporting such motivation, as well as a statement by the Human Resource section confirming:
 - i. That the applicant has or will accrue sufficient leave to enable him or her to take 16 days leave in the leave cycle and encash the number of days sought to be encashed.
 - ii. Indicating the number of days already encashed by the applicant in the leave

cycle concerned.

- d) Application for the encashment of leave in terms of (a) above must be made prior to the normal monthly payroll closing date and shall be paid on the payday for the month to which that payroll closing date relates.
- e) In the event of an employee encashing leave in terms of (a) to (e) above and then failing to take 16 days leave in the leave cycle in which the leave was encashed, the employee concerned shall forfeit accrued leave equivalent to the number of days leave encashed.

6.7 If the leave is encashed pursuant to 6.5 and 6.6 of this policy, the value thereof shall be determined at the employee's rate of pay as at the date of encashment.

6.8 In accordance with the provisions the Main 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 Condition of Employment Act 75, 1997.

6.9 Should any leave encashment application be refused, affected employees may lodge a grievance in this regard as a recourse.

7. LEAVE APPLICATION AND RECORDS

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

7.2 Heads of Departments must ensure that leave forms are submitted for all absences from duty.

7.3 Corporate Services HOD must ensure that a leave files are maintained and accurate records kept of all leave taken for each employee.

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

8. ADMINISTRATION OF POLICY

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

9. COMMENCEMENT AND REVIEW OF POLICY

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

Municipality.

9.2 This policy shall be reviewed annually or when the need arises to do so by the Municipal Manager.

10. BUDGET AND RESOURCES

The financial and resource implication/s related to the implementation of this policy should be qualified and quantified.

11. ROLES AND RESPONSIBILITIES

The Municipal Manager or his/her delegated assignee accepts overall responsibility for the implementation and monitoring of the policy.

12. DISPUTE RESOLUTION

Any dispute arising from this policy due to ambiguous wording or phrasing must be referred to the Senior Management Team (SMT) of the municipality for adjudication.

13. AUTHORITY

Council Approval:

Date: 30 May 2019