

# PLACEMENT POLICY

**SOUTH AFRICAN LOCAL GOVERNMENT  
BARGAINING COUNCIL**

**MEMORANDUM OF AGREEMENT**

Made and entered into by and between Endumeni Municipality

and

The South African Municipal Workers' Union, a trade union duly registered in terms of the provision of the Labour Relations Act (hereinafter referred to as "SAMWU")

and

The Independent Municipal and Allied Trade Union, a trade union duly registered in terms of the provisions of the Labour Relations Act (hereinafter referred to as "IMATU")

Whereas the Structures Act and demarcation results necessitate the incorporation of personnel into one personnel structure for each demarcated area.

and

Whereas the establishment of one personnel structure shall necessitate the transfer and placement of employees from the disestablished municipalities into the newly established municipalities.

Now therefore it is agreed as follows:

1. **STATEMENT OF INTENT**

The parties accept that:

- 1.1 Arising from the need to restructure local government and functions within the applicable demarcated areas, the re-organisation of existing staffing structures (including geographic re-deployment) may be necessary to meet operational objectives to service delivery. All restructuring shall take place in accordance with the principles contained in this agreement.
- 1.2 The contracts of employment of all staff of the disestablished municipalities have been transferred, as part of a going concern, to the newly established municipalities in terms of Section 197 of the Labour Relations Act as from 8 December 2000.
- 1.3 While legislation permits the relevant MEC to issue guidelines in respect of ..... it also recognizes the primacy of collective agreements, on the same issues, that have been concluded in the bargaining council.

*Handwritten signatures and initials*

1.4 No finalisation of organograms nor the placement of staff shall take place until this agreement has been adopted where after these issues shall be dealt with in terms of the provisions of this agreement.

1.5 The placement of staff shall be done in a manner that is consistent with any existing Employment Equity and Skills Development Plan and/or the objectives of the Employment Equity Act and the Skills Development Act.

## 2. ORGANOGRAMS

2.1 The new municipality shall prepare the envisaged final organograms of all departments and submit this proposal to the Local Labour Forum.

2.2 Where it is not possible at this stage to prepare final organograms, the temporary deployment of staff shall take place in terms of structures prepared on a 'cut and paste' basis.

2.3 The IDP for the municipality shall inform the organogram and the principle of 'structures follow strategy' shall apply.

2.4 Before completing the organogram, each Municipality shall complete a skills audit in terms of the Skills Development Act and consider the proper placement of personnel thereafter in accordance with the results of the audit.

2.5 New organograms shall be finalised within 6 months of the effective date of this agreement.

2.6 All organograms, whether final or on a 'cut and paste' basis, are to be referred to the Local Labour Forum for consideration prior to finalisation by Council.

2.7 Any dispute arising from the failure to finalise the organogram at the Local Labour Forum shall be dealt with in terms of the dispute procedure of the SALGBC.

## 3. PLACEMENTS

### 3.1 PLACEMENT CRITERIA

The parties agree to the following criteria:

#### 3.1.1 People follow functions

The application of this principle entails that employees are not moved from one geographical location to another location without the function which the employee is performing necessitating such movement.

*Adelle's*  
*Eth*  
N  
B

### 3.1.2 Empty the pool first

In this regard the parties agree that every attempt shall be made to place the existing employees that were transferred in terms of Section 197 Labour Relations Act first into the post that will be created in the new structures. If no placement in terms of the agreed to criteria can be made, the parties agree that the employer will be entitled to advertise the post and fill the post with the best external candidate.

Employees are to be placed in the structures on a permanent basis.

New, major changed posts and identified strategic important posts will be advertised both internally and externally and an appointment will be made in terms of the appointment criteria.

The parties are committed to ensure continuity of employment and every attempt will therefore be made to ensure that no retrenchment/redundancy will occur, provided that the effected employees are willing to accept alternative positions that are offered. In this regard every effort will be made to ensure that such alternative offers are reasonable.

### 3.1.3 Close match placement

Employees are to be placed in the new structure on a close-match basis.

In close matching a post, the job content of the "new" post is compared to the existing job content of the employees.

The employee having the closest match in respect of the job content is then the successful employee to be placed, e.g. a typist will be close matched to a typist post, a labour to a labour.

Where the close match cannot be done one hundred percent, the match must be done on the most matched job content. The focus should be on the crux of the jobs, e.g. an accountant job content will be matched against a post that contains the most stipulations reflecting accounting duties.

The close match is done on job content and not job designation. Post designation may however be used as an indicator.

Please note that the salary of an employee plays no role in the placement. Salary determination and the equalization thereof is addressed further on.

### 3.1.4 Additional factors

Where more than one employee can be close matched to a post and there is more employees than there is posts, the following factors will be used to facilitate the placement decision:

*Adelle*  
*[Signature]*  
H  
B

The provisions of the Employment Equity Act and Affirmative Action must be the overriding factor that will decide placement and preference to the placement of designated persons must strictly be adhered to.

**3.2 PLACEMENT COMMITTEE**

Each Municipality must create a Placement Committee consisting of equal numbers e.g. Trade Unions and Employer representatives

The Committee should comprise of at least four (4) but not more than eight (8) members e.g. 2 per side or 4 per side.

The Placement Committee will have the following terms of reference:

*"To consider and reach consensus regarding the placement of existing employees into posts in the new structures"*

The Placement Committee shall strive to reach consensus on the staff placement. Where consensus cannot be reached the Council proposal will be published.

**3.3 PUBLICATION OF DECISIONS**

All decisions, whether by consensus or in the case of no consensus, the Councils decision, shall be communicated to employees by means of publications in a circular specifically for this purpose and shall be displayed on general notice boards located at places agreed upon by the Unions.

The individual employee to be placed will be notified in writing by way of a personalised letter.

**3.4 PLACEMENT PROCEDURE**

The placement will take place as follows:

**3.4.1 Classification of posts**

The Placement Committee will classify the posts in the structure in the following four categories.

Placement in terms of these categories takes place in the following manner:

**3.4.1.1 Unchanged posts**

These are posts that have had no change to their scheduled duties or geographical location.

*Addeley*  
*Edman* A  
B

The Municipalities will be required to merely list these posts with the names and other forms of identification used, of the present incumbents and submit it to the Placement Committee for consideration.

#### 3.4.1.2 Minor changed posts

These are posts involving minor changes to the duty schedule, which has no material effect on the level of responsibility. It might also involve a mere change in title without a change in duties.

The Municipalities need to submit the names and other form of identification used of the present incumbents to the Placement Committee for considerations.

#### 3.4.1.3 Major changed posts

These are posts, which have undergone a major change to their duties and responsibilities. This will necessitate that the post be evaluated.

These posts with the detailed duty schedules must be submitted for evaluation and prices.

These posts will then be advertised both internally and externally and appointments will be made in terms of the appointment criteria.

#### 3.4.1.4 New posts

These are posts, which carry duties and responsibilities that do not exist in any form in the present structures.

These posts with the detailed duty schedules must be submitted for evaluation and pricing.

These posts will then be advertised both internally and externally and appointment will be made in terms of the appointment criteria.

- 3.5 All placements shall be finalised within a period of six (6) months after the adoption of the organogram. This period can be extended by mutual agreement.

*Handwritten signatures and initials:*  
 [Signature] 1/1/09  
 [Signature]  
 [Initials]

#### 4. DISPUTE / OBJECTION PROCESS

Every individual employee and / or TRADE UNION on behalf of their member's have the right to lodge an objection against the published decision/s of the Placement Committee.

This objection must be lodged within 10 working days of the Placement Committee's publication / notification or date of receipt of the decision by the individual employee.

Any objection lodged will be dealt with in terms of the following procedure:

##### 4.1 OBJECTION COMMITTEE

The Objection Committee shall consist of an equal number of employers and Trade Union representatives appointed by the Provincial Divisions of the SALGBC.

The Objection Committee shall consider the objection taking into account the points raised by the objector but shall apply the same criteria, process and procedures as the Placement Committee.

The Objection Committee shall pronounce on the objection within 15 working days from receipt of the objections.

##### 4.2 APPEAL COMMITTEE

The Appeal Committee shall consist of an independent arbitrator agreed upon by the parties. A list of arbitrators will be decided upon by each Division of the SALGBC.

The arbitration shall be for the cost of the employer/SALGBC.

The individual employee or the TRADE UNION on behalf of its member/s must lodge an appeal within 2 working days of being presented with the decision of the Objection Committee.

The arbitration must commence within 10 working days after the appeal has been received unless the parties agree to a longer period.

The arbitration award must be made within 5 working days after conclusion of the arbitration.

Section 138 of the Labour Relations Act shall apply to the arbitration proceedings.

The arbitration shall be a final and binding award on the parties.

*Handwritten signatures and initials:*  
D. D. D. S.  
E. H. L.  
B

Please Note: No placement is final until the objection/appeal process has been exhausted.

5. **JOB EVALUATION**

5.1 New posts or major changed posts shall be evaluated in accordance with the dominant Job Evaluation system in the Division.

5.2 Within 1 year of the commencement date of this agreement the Job Evaluation Committee of the Bargaining Council shall evaluate all the posts of the newly formed local authority in accordance with the agreed national job evaluation system.

6. **CONDITIONS OF SERVICES**

6.1 All employees transferred to the newly established municipality shall, from the commencement date of the newly formed municipality be subject to the following:

6.1.1 No interruption in Conditions of Employment or service shall occur. All employees shall retain their benefits as if their services were not interrupted.

6.1.2 Employees who, prior to amalgamation, resigned from the service of their municipality, shall be entitled to their normal benefits and the normal principles of that specific Municipality with regard to the resignation of personnel. These matters shall explicitly fall outside the jurisdiction of the new-formed Municipality.

6.1.3 All staff of the newly formed municipality shall retain all their current conditions of employment following placement in the new structures until rationalization of such conditions of employment has been completed within the bargaining council and the evaluation of all posts in terms of 5.2 above.

6.1.4 Notwithstanding the provisions of 6.1.3 the salaries and benefits of staff shall be adjusted in accordance with any collective agreements concluded in the bargaining council.

7. **GEOGRAPHICAL RELOCATION**

7.1 All recommendations on placements are to indicate whether geographical relocation of staff will be required.

7.2 Geographical re-deployment of staff will only take place for the following sound operating and/or economic reasons:

7.2.1 The functions of the post/s are to be delivered in another geographical area.

7.2.2 The functions of the post/s may be reduced and/or combined resulting in a necessity to rationalize resources.

*Adde/9*  
*Eth*  
K  
B

7.2.3 The functions of the post may be abolished in that particular geographical area.

7.3 When it is necessary to geographically re-deploy only part of a section / department, the selection of employees for re-deployment in each of the affected job categories will be done in terms of the following criteria:

7.3.1 Call for volunteers from employees within each job category.

7.3.2 Should too many affected employees volunteer to be re-deployed, then selection will be done on the basis of "first in, first opportunity" (FIFO).

7.3.3 Should too few affected employees volunteer to be re-deployed, then selection will be done on the basis of "last in first cut" (LIFO) i.e. the employees with the shortest service in the job category concerned will be selected for re-deployment.

7.4 In the event of equivalent vacancies subsequently being advertised at the previous geographic location within a period of 12 months from re-deployment any re-deployed employee will receive preference should he apply for transfer thereto.

7.5 In the case of an employee accepting geographical relocation, and such employee moves his place of residence in order to reside closer to his new place of work, the council concerned will pay the cost of removal of his household goods to his new place of residence.

7.6 In the case where the employee does not move his place of residence, additional traveling arrangements or costs may be negotiated with the Municipality.

## 8. REDUNDANCY/RETRENCHMENT

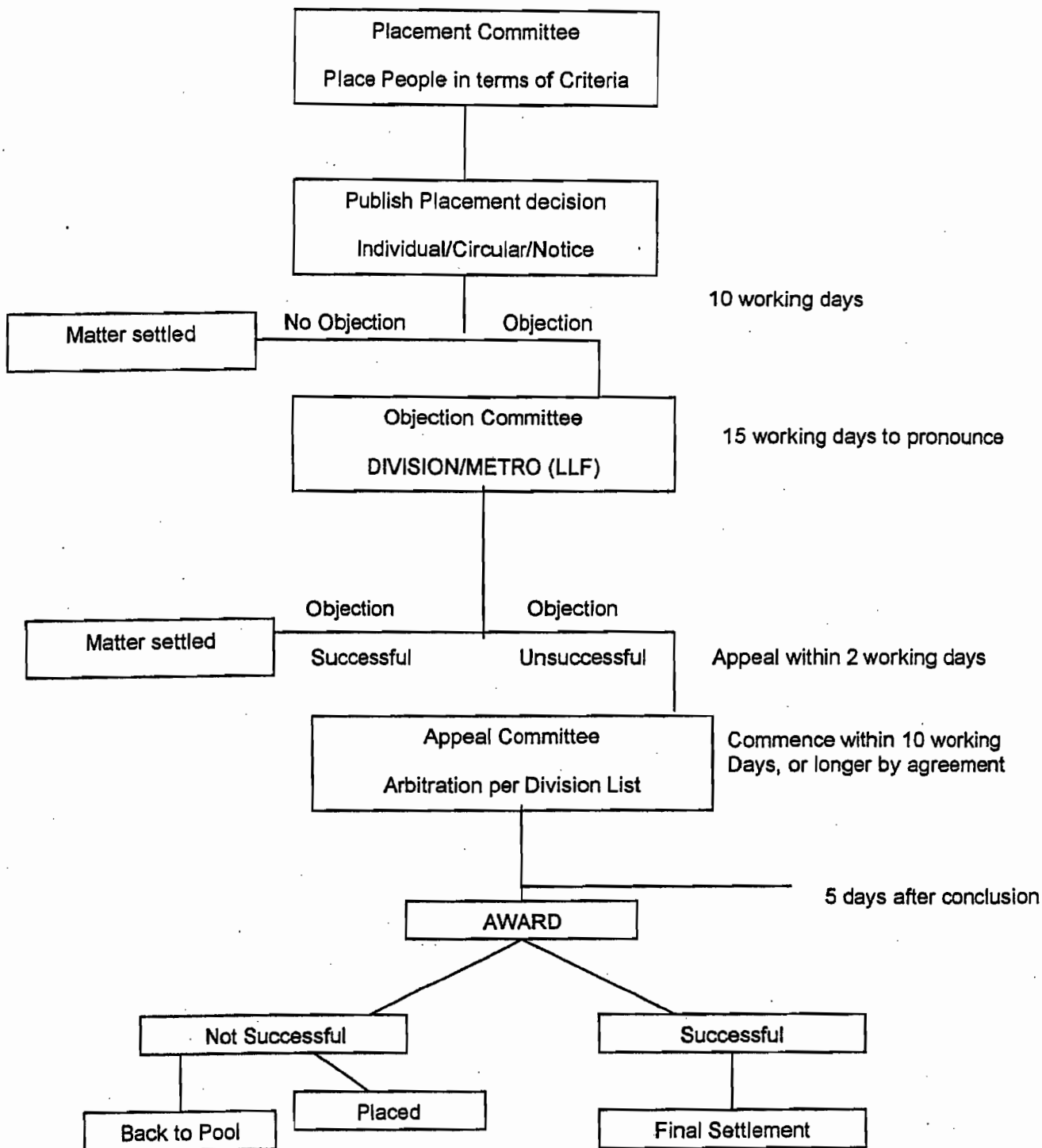
The following will not constitute grounds for retrenchment/redundancy:

8.1 Reasonable geographical re-deployment

8.2 The transfer from one employer to another employer without any changes to functions and/or conditions of employment in terms of Section 197 of the Labour Relations Act.

*Adler*  
*[Signature]*  
B

### FLOW CHART



*[Handwritten signatures and initials]*

Signed by the Parties and witnessed on the following dates and at the following places respectively:

Signed at Dundee on this ..... day of

.....20..... on behalf of the **South African Municipal Workers' Union**

[Signature]  
SAMWU

2 June 2002 [Signature]  
WITNESS

Signed at Dundee on this 4<sup>th</sup> day of

July.....2002..... on behalf of the **Independent Municipal and Allied Trade Union**

[Signature]  
IMATU

[Signature]  
WITNESS

Signed at Dundee on this 4<sup>th</sup> day of

July.....2002..... on behalf of the **Endumeni Municipality**

[Signature]  
ENDUMENI MUNICIPALITY

[Signature]  
WITNESS