

**COLLECTIVE AGREEMENT ON
PLACEMENT OF OFFICIALS
ON THE NEW ORGANOGRAMME**

O.R. TAMBO DISTRICT MUNICIPALITY
(hereinafter referred to as "the employer")

and

SOUTH AFRICAN MUNICIPAL WORKERS UNION
(hereinafter referred to as "the union")

TABLE OF CONTENTS

1. INTRODUCTION
2. INTERPRETATION AND DEFINITIONS
3. SCOPE, APPLICATION AND INTERPRETATION
4. OBJECTIVES OF THIS AGREEMENT
5. PRINCIPLES OF PLACEMENT AND MIGRATION
6. EMPLOYMENT SECURITY
7. IMPLEMENTATION CONDITIONS
8. PLACEMENT PROCESS
9. PLACEMENT COMMITTEE
10. EXPEDITED DISPUTE RESOLUTION PROCESS
11. RELOCATION ASSISTANCE
12. DURATION
13. SIGNATURES

Collective agreement on placement

1. INTRODUCTION

The adoption and approval of the organogram by the Council of the O.R. Tambo district municipality on 30 January 2009 meant that the officials need to be migrated and placed in the new organogram.

Subsequent to the approval of the organogram, the Organisational Development (OD) unit in the Human Resource Department, assessment the new organogram against the old organogram and it was established that more than 60% of posts in the new organogram are newly created posts which warranted the following:

- Job descriptions should be finalised as per TASK requirements;
- Posts should be job evaluated or benchmarked;
- Officials need to be migrated and placed in the new organogram.

2. INTERPRETATION AND DEFINITIONS

In this agreement, unless the context otherwise states, the following words shall mean:

- 2.1 "Close Match", shall mean where at least 60% of the job content of the new post is contained in the job profile of the old post.
- 2.2 "Suitably qualified" shall have the same meaning as defined in the Employment Equity Act 55 of 1998.
- 2.3 "Labour Relations Act" ["LRA"] shall mean the Labour Relations Act 66 of 1995 as amended.
- 2.4 "Migration", shall mean the process of physically moving an employee from one location to another.
- 2.5 "Personal to Holder", means a situation where an employee retains all direct remuneration, benefits and allowances attached to the employees' previous post.
- 2.6 "Placement", shall mean the process of placing an employee into a post within the new organisational structure on the basis that employees follow function.
- 2.7 "Placement committee", is the committee established to monitor the placement of employees.
- 2.8 "Benchmarking", means waiver of the normal or fully fledged Task Job Evaluation and Grading process and adoption and implementation of an alternative short cut process whereby a municipality with unevaluated posts inherits TASK Grades from the Final Outcomes Report (s) of municipalities that have undergone a normal or fully fledged TASK Job Evaluation and Grading process.
- 2.9 "Corporate pool", means a database of officials who have not been placed according to the close match principle or those officials who have not been placed

due to posts that are less than the officials that match the requirements of the available posts.

3. SCOPE, APPLICATION AND INTERPRETATION

- 3.1 This Collective Agreement binds all the parties and covers the placement of all employees into the newly approved organisational structure.
- 3.2 Should a dispute arise between the parties with regard to any aspect of this agreement, its interpretation and application and/or their rights and/or their relationship arising out of this agreement.
- 3.3 Parties are bound by the dispute resolution process elected by the party referring the dispute *in terms of clause 10 of this agreement*
- 3.4 Parties to the agreement will retain their individual and collective rights to declare disputes that may arise out of this agreement in terms of clause 10 of this agreement and section 134 of the LRA.
- 3.5 This Collective Agreement is applicable to all officials to all officials except section 57 employees and Councillors.

4. OBJECTIVES OF THIS AGREEMENT

The objectives of this agreement are:

- 4.1 To provide a framework for the placement of employees.
- 4.2 To support the appropriate placement of employees through matching the right skills with the right positions, thereby meeting the organisation's requirements in terms of staffing and skills, profiles and levels.
- 4.3 To assist in building employees' motivation, commitment to the process and the objectives of the organisation, and to assist in the attraction of skilled persons;
- 4.4 To allow for a smooth transition to the newly approved organisational structure.

5. PRINCIPLES OF PLACEMENT AND MIGRATION

This agreement is therefore informed by the following key principles:

- 5.1 Staff follows function applies, and placement will be effected in terms of the employee's approved job content, vacant post in the new organogram and skills profile and level of an employee in terms of paragraph 5.4 below.

- 5.2 Transparency in terms of the decision-making process as well as implementation, should underpin the process.
- 5.3 Proper communication is to be extended to all the affected employees.
- 5.4 Employees will be placed on a Close Match basis.
- 5.5 The placement and migration of employees must be in line with the applicable labour legislation.
- 5.6 The placement and migration of employees must not:
 - 5.6.1 disrupt the effective and efficient delivery of services; and/or
 - 5.6.2 be used as a punitive measure against employees; and/or
 - 5.6.3 be used to prejudice or unfairly advance employees; and/or
- 5.7 Placement in the newly approved organisational structure will be on a permanent basis unless the post has been designated as a "contract post".

6. EMPLOYMENT SECURITY

- 6.1 The parties are committed to ensuring continuity of employment and every attempt will therefore be made to ensure that no retrenchments or redundancies will occur.
- 6.2 The placement process will be deemed to be finalised once the employee has accepted the placement letter from Human Resource department.
- 6.3 If an employee is reasonably accommodated in a position with a post grade lower than the employee's previous post grade, the employee will be appointed to such a position with no changes to the employee's previous post grade, on a personal-to-holder basis.
- 6.4 If an employee is reasonably accommodated in a position with a post grade senior than the employee's previous post grade, the employee will be appointed to such a position and the job content will be enhanced to fit the salary level.
- 6.5 An employee described in paragraph 6.4 above will undergo a rapid training programme should the need arise.

7. IMPLEMENTATION CONDITIONS

The implementation of this agreement will be in line with:

- 7.1 Whilst the organogram has not been job evaluated or benchmarked in terms of the TASK job evaluation system, irrespective of where the official is placed, the current salary levels will be maintained.

8. PLACEMENT PROCESS

8.1 Close Match Placement

- 8.1.1 Employees are to be permanently placed on a Close Match basis, whereby the job content of the post in the new organisational structure will be compared with job content of the employee's previous post or employees skills profile and level whichever is more appropriate.
- 8.1.2 The employee having the Closest Match in respect of the job content will be placed in the post.
- 8.1.3 Where there are more employees who are close matched than posts available, then the posts will be filled through a standardized internal recruitment and selection process..
- 8.1.4 Where Close Match placement results in an employee being placed in a post of a lower grade than the post previously held by the employee, the employee will be placed on a personal-to-holder basis.

8.2 Corporate Pool

- 8.2.1 Employees, who have not been placed in terms of the process outlined in 8.1 will form part of the corporate pool.
- 8.2.2 In the case of unfilled posts, the employer will advertise these posts internally and applicants within the corporate pool who have not been accommodated in the new organisational structure will receive priority in terms of consideration for permanent placement or fixed term contract, should they qualify.
- 8.2.3 Those employees not placed will be retained and may be and offered possible reasonable alternative employment on a personal-to-holder basis. Where an employee has been offered alternative employment, the employee is obliged to accept such an offer, if the employee is suitably qualified for the alternative position.

8.3 Notification

- 8.3.1 All officials successfully placed in the new organogram will be informed in writing.
- 8.3.2 Placement in the new organisational structure, shall come into effect on the first day of the month following receipt of their placement letters, provided that where an objection has been lodged, the placement decision will be pended until the objection has been finalised by the Placement Committee.

8.4 Migration

- 8.4.1 An employee will not be moved from one geographical location to another

(satellite offices), unless the transfer of a substantial part of the function necessitates it, or it is done so voluntarily, or the person forms part of the corporate pool.

8.4.2 Where a function or part of a function has been transferred and it is necessary to geographically redeploy an employee/s, the following will apply:

8.4.2.1 Where practicable, an employee placed in terms of the close matching process will be relocated to the new place of employment, closest to the employee's place of residence.

8.4.2.2 If the above is not possible, but the placed employee agrees to relocate to the new place of employment, it will be implemented.

8.4.2.3 Where no such agreement is forthcoming, the employer will call for volunteers from amongst those employees not placed but eligible for consideration, in terms of the Close Matching process. Where suitable volunteers are found, preference will be given to those employees with the longest service. Employees not placed will then become part of the corporate pool.

8.4.2.4 Should no suitable volunteers be forthcoming from those employees eligible for Close Matching, the employer will call for volunteers from amongst those unplaced employees within the corporate pool. Where suitable volunteers are found preference will be given to those employees with the longest service.

8.4.3 Where an employee from the corporate pool is offered placement, which requires relocation from one geographical location to another, the employer will take into account the operational and economic requirements of the employer as well as the personal circumstances of the affected employee/s.

8.4.4 The employer reserves the right to determine whether or not any volunteer, in terms of the above process, is suitably qualified for placement. Such determination will not be exercised unfairly.

9. PLACEMENT COMMITTEE

9.1 The placement committee will consist of the following:

- Chairperson – SD: Corporate Services
- Co-chairperson – Portfolio head: Human Resources
- Other members
 - Head: Organisational Development Unit
 - Head of department (rotation based on placement turns)
 - Four (04) union representatives

The HR director will be a resource person for the Placement Committee.

10. DISPUTE RESOLUTION PROCESS

10.1 Any official who is not satisfied with the outcome of the dispute resolution process, the party in question should lodge an appeal to that effect to the Office of the Municipal Manager as per the attached appeal form within three (03) working days of receipt of such outcome.

10.2 The Municipal Manager must constitute an Appeal Committee within two (02) days from the date of receipt of the appeal referral form. The Appeal Committee will be constituted as follows:

- Municipal Manager as chairperson
- Portfolio Head: IGR, Policy and Public Participation
- Director: Legal Services
- Two HODs from a non-affected cluster
- Union representative

11. RELOCATION ASSISTANCE

11.1 Any costs relating to relocation to another areas will be dealt with in terms of the HR policy manual.

12. DURATION


The Collective Agreement is effective until all current officials have been placed or offered alternative placement in a period of three months.

13. SIGNATURE

SIGNED BY THE PARTIES AT _____ THIS _____ DAY
OF _____ 2009.



MUNICIPAL MANAGER
(REPRESENTING THE EMPLOYER)



CHAIRPERSON - SAMWU
(REPRESENTING SAMWU)