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No. 16047

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1828

28 October 1994

LABOUR RELATIONS ACT, 1956

LOCAL GOVERNMENT UNDERTAKING

CONDITIONS OF EMPLOYMENT AGREEMENT:
TRANVAAL

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of the notice and for the period ending 31 December 1997, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union.

T. T. MBOWENI,
Minister of Labour.

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1828

28 Oktober 1994

WET OP ARBEIDSVERHOUDINGE, 1956

PLAASLIKE BESTUURSONDERNEMING

DIENSVOORWAARDESOOREENKOMS:
TRANVAAL

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1997 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

T. T. MBOWENI,
Minister van Arbeid.

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**INDUSTRIAL COUNCIL FOR THE
LOCAL GOVERNMENT UNDERTAKING**

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Municipal Employers' Organisation

and the

Employers' Organisation for Local Authorities

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

**South African Association of Municipal Employees
(non-Political)**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Local Government Undertaking.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this agreement shall be observed in the Local Government Undertaking—

1.1.1 by the employers and the employees who are members of the employers' organisations and the trade union respectively;

1.1.2 in the Province of the Transvaal as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding the Municipal areas of Pretoria and Johannesburg.

1.2 Notwithstanding the provisions of clause 1.1, this Agreement shall be applicable to apprentices only in as far as it is not inconsistent with the provisions of the Manpower Training Act, 1981 (Act No. 56 of 1981), or with a contract concluded in terms thereof or with conditions laid down in terms thereof.

1.3 In the event of a dispute as to the interpretation of the provisions of this Agreement the Afrikaans text will be followed.

BYLAE**INHOUDSOPGAWE****Klousule**

1. Toepassingsbestek van Ooreenkoms
2. Geldigheidsduur van Ooreenkoms
3. Woordomskrywing
4. Werksaamhede, organisasie en postestruktuur
5. Vlakindeling, groepering en salarisskale van poste
6. Aanstelling, bevordering, oorpasing en degradering
7. Betaling van salarisse en ander verskuldigde gelde
8. Salarisverhogings en waarnemingstoelae
9. Werkdae en werkeure, bywoningsregister, Sondae, openbare feesdae, oortyd en gereedheidsdiens
10. Dissiplinêre prosedure
11. Diensbeëindiging
12. Uniforms en beskermende klere
13. Reis- en verblyftoelae
14. Grieweprosedure
15. Algemeen
16. Verlofvoorwaardes
17. Personeelverminderingsbeleid en -riglyne

**NYWERHEIDSRAAD VIR DIE PLAASLIKE
BESTUURSONDERNEMING**

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Munisipale Werkgewersorganisasie

en die

Werkgewersorganisasie vir Plaaslike Owerhede

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

**Suid-Afrikaanse Vereniging van Munisipale Werknemers
(nie Politiek)**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Plaaslike Bestuursonderneming.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie ooreenkoms moet in die Plaaslike Bestuursonderneming nagekom word—

1.1.1 deur alle werkgewers en werknemers wat lede van die werkgewersorganisasies en die vakvereniging is;

1.1.2 in die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), uitgesonderd die munisipale gebiede van Pretoria en Johannesburg.

1.2 Ondanks die bepalings van klousule 1.1 is hierdie Ooreenkoms van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is.

1.3 In die geval van 'n geskil in verband met die interpretasie van die bepalings van hierdie Ooreenkoms geld die Afrikaanse teks.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into effect on a date fixed by the Minister of Labour in terms of section 48 of the Labour Relations Act, 1956 (Act No. 28 of 1956), and shall remain in force till 31 December 1997 or for such period as determined by him.

3. DEFINITIONS

In this Agreement, unless the context otherwise indicates—

"appointment" means the authority granted by the council to an applicant to enter the council's service on a specified date of appointment, the applicant having been placed in a specific post in the council's service by the council;

"date of appointment" means the date of commencement of the last period of continuous service with the council: Provided that if an employee's service is terminated for any reason whatsoever and he again assumes duty on the following day without the council revoking such termination of service, such latter day of assumption of service shall be regarded as his date of appointment;

"remuneration" means remuneration as defined in section 1 of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984);

"Remuneration Board" means the Board on Remuneration and Service Benefits of Town Clerks, established in terms of the Remuneration of Town Clerks Amendment Act, 1987 (Act No. 106 of 1987);

"pay" or **"payment"** means the monetary compensation due to an employee for services rendered to the council, including his salary, housing benefits, allowances, bonuses and payment for overtime;

"promotion" means the placement of an employee in another post in the council's service by the council, where the maximum of the salary scale of such other post is higher than that pertaining to the post occupied by the employee prior to such placement;

"part-time employee" means an employee, excluding a student, occupying a post on the fixed or temporary establishment, with a working week not exceeding 25 hours;

"demotion" means the placement of an employee in another post in the council's service by the council, where the maximum of the salary scale of such post is lower than that pertaining to the post occupied by him prior to such placement;

"departmental head" means the same as "head of a department";

"continuous service" means the period of service with the council which is uninterrupted by any form of termination of service: Provided that the period from the date of completion of a service contract to the date of commencement of the next service contract shall not be deemed to be an interruption of service if condoned by the council;

"continuous process worker" means an employee performing a task in an activity which has been declared a continuous activity under section 33 (1) (a) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983);

"hours of service" means the hours during which an employee normally has to work during a working week or on a working day;

"monetary fringe benefit" means any monetary contribution made to a scheme or a fund by the council on behalf or for the benefit of an employee;

2. GELDIGHEIDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), vasstel en bly van krag tot 31 Desember 1997 of vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

In hierdie Ooreenkoms, tensy uit die samehang anders blyk, beteken—

"aanstelling" die magtiging deur die raad aan 'n applikant verleen om op 'n bepaalde aanstellingsdatum tot die raad se diens toe te tree nadat die applikant deur die raad in 'n bepaalde pos in die raad se diens geplaas is;

"aanstellingsdatum" die aanvangsdatum van die laaste tydperk van deurlopende diens by die raad: Met dien verstande dat indien 'n werknemer se diens om enige rede hoegenaamd beëindig is en hy die volgende dag weer diens aanvaar sonder dat die diensbeëindiging deur die raad herroep word, sodanige laaste datum van diensaanvaarding as sy aanstellingsdatum beskou word;

"besoldiging" besoldiging soos omskryf in artikel 1 van die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984);

"Besoldigingsraad" die Raad op Besoldiging en Diensvoordele van Stadsklerke ingestel ingevolge die Wysigingswet op die Besoldiging van Stadsklerke, 1987 (Wet No. 106 van 1987);

"betaling" die geldelike vergoeding wat 'n werknemer toekom vir dienste aan die raad gelewer, met inbegrip van sy salaris, behuisingsvoordele, toelaes, bonusse en oortydvergoeding;

"bevordering" die plasing van 'n werknemer deur die raad in 'n ander pos in die raad se diens, waar die maksimum van die salarisskaal van sodanige ander pos hoër is as dié van die pos wat voor sodanige plasing deur die werknemer bekleë is;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n student, wat 'n pos op die vaste of tydelike diensstaat bekleë en wie se werkweek nie 25 uur oorskry nie;

"degradering" die plasing van 'n werknemer deur die raad in 'n ander pos in die raad se diens, waar die maksimum van die salarisskaal van sodanige ander pos laer is as dié van die pos wat voor sodanige plasing deur die werknemer bekleë is;

"departementshoof" dieselfde as "hoof van 'n departement";

"deurlopende diens" die tydperk van diens by die raad wat nie deur enige vorm van diensbeëindiging onderbreek is nie: Met dien verstande dat die tydperk vanaf die datum van voltooiing van 'n dienskontrak tot die aanvangsdatum van die daaropvolgende dienskontrak nie geag word 'n diensonderbreking te wees nie, indien dit deur die raad gekondoneer word;

"deurlopendeproseswerker" 'n werknemer wat 'n werksaamheid in 'n bedrywigheid verrig wat kragtens artikel 33 (1) (a) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), tot 'n aaneenlopende bedrywigheid verklaar is;

"diensure" die ure waartydens 'n werknemer normaalweg gedurende 'n werkweek of op 'n werkdag moet werk;

"geldelike byvoordeel" enige geldelike bydrae wat die raad namens of ten behoeve van 'n werknemer tot 'n skema of 'n fonds maak;

"stand-by service" means the period determined by the council during which an employee shall be available for emergency work outside his normal working hours;

"grievance" means any unresolved dissatisfaction of an employee or group of employees arising from his or their service with the council, but does not include any matter arising out of disciplinary action;

"grouping" means the placing of one or more posts within a level, according to the points value of such post or posts in terms of the post evaluation scheme;

"head of department" means an employee of the council who, in terms of a council's resolution or an Act, is directly responsible to the town clerk for the administration of a department, section or branch of the council's service, or is acting in such capacity;

"class" means a group, section or category of employees as determined by any means of differentiation, on the basis of age, experience, duration of service, type of work or type of premises on or area in which work is done, or by any other method which may be deemed advisable: Provided that no differentiation or discrimination based on race, sex or religion shall be made;

"contract employee" means an employee who is not a citizen of the Republic of South Africa and who occupies a post on the council's fixed or temporary establishment;

"contractual to holder" with regard to—

(a) salary/salary scale—

means that the employee retains the salary/salary scale pertaining to the post before its downgrading abolition and retains all adjustments and regradings so that the incumbent will never be in a less favourable position *vis-à-vis* other posts which were previously evaluated on a par with the post, in other words as if the post was never downgraded;

(b) other benefits—

means that the employee retains all better benefits that he is entitled to in terms of the contract until his services are discontinued with the council or until such other time, depending on the conditions of his appointment or on the stipulations of the contractual agreement;

"length of service" for the purpose of clause 17, means continuous service with the relative council in any capacity;

"wage" means the same as "salary";

"wage determination" means a determination in terms of the Wage Act, 1957 (Act No. 5 of 1957);

"medical board" means a board with a composition as agreed to by the parties;

"motor vehicle loan" means any loan or other form of approved finance, whether approved by the council or otherwise;

"emergency work" means any work to be done without delay in respect of the interruption of essential services, or arising from fire, an accident, a mishap, a storm, an epidemic, an act of violence, theft, the failure of equipment or machinery or any other unforeseen event, or work in connection with repairs to equipment and machinery which cannot be done during working hours;

"Industrial Council" means the Industrial Council for the Local Government Undertaking established in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956);

"gereedheidsdiens" die tydperk deur die raad bepaal waartydens 'n werknemer buite sy normale werkure vir noodwerk beskikbaar moet wees;

"griet" enige onopgeloste ontevredenheid van 'n werknemer of groep werknemers wat uit sy of hulle diens by die raad voortspruit, maar nie ook enige aangeleentheid wat voortspruit uit dissiplinêre optrede nie;

"groepering" die plasing van een of meer poste binne 'n vlakindeling ooreenkomstig die puntewaarde van sodanige pos of poste wat aan die hand van die posevalueringskema bepaal is;

"hoof van 'n departement" 'n werknemer van die raad wat, kragtens 'n besluit van die raad of 'n wet, regstreeks aan die stadsklerk verantwoordelik is vir die administrasie van 'n departement, afdeling of vertakking van die raad se diens, of wat in sodanige hoedanigheid waarneem;

"klas" 'n groep, afdeling of kategorie van werknemers wat bepaal word volgens enige metode van differensiasie op grond van ouderdom, ervaring, lengte van dienstydperk, tipe werk of tipe perseel of gebied waarop of waarin werk verrig word, of volgens enige ander metode wat raadsaam geag word: Met dien verstande dat geen differensiasie of diskriminasie op grond van ras, geslag of geloof gemaak mag word nie;

"kontraktueel vir bekleër" met betrekking tot;

(a) salaris/salarisskaal—

dat die werknemer die salaris/salarisskaal verbonde aan die pos voor die afgradering/afskaffing daarvan en alle aanpassings en hergraderings behou sodat die bekleër nooit in 'n swakker posisie *vis-à-vis* ander poste wat voorheen op gelyke voet met sy pos geëvalueer was, is nie, dit wil sê asof sy pos nooit afgegradeer is nie;

(b) ander voordele—

dat die werknemer alle beter voordele wat hom volgens kontrak toekom, behou totdat hy die raad se diens verlaat of tot 'n ander tydstop na gelang van die aanstellingsvoorwaardes of die bepalinge van die kontraktuele ooreenkoms;

"kontrakwerknemer" 'n werknemer wat nie 'n burger van die Republiek van Suid-Afrika is nie en wat 'n pos op die vaste of tydelike diensstaat van die raad beklee;

"lengte van diens", vir die doeleindes van klousule 17, deurlopende diens by die betrokke raad in enige hoedanigheid;

"loon" dieselfde as "salaris";

"loonvasstelling" 'n vasstelling kragtens die Loonwet, 1957 (Wet No. 5 van 1957);

"mediese raad" 'n raad met 'n samestelling soos deur die partye onderling ooreengekom;

"motorvoertuiglening" enige lening of ander vorm van goedgekeurde finansiering, hetsy deur die raad goedgekeur of andersins;

"noodwerk" enige werk wat sonder versuim verrig moet word ten opsigte van 'n onderbreking in noodsaaklike dienste, of weens brand, 'n ongeluk, 'n ongeval, 'n storm, 'n epidemie, 'n gewelddaad, diefstal, die staking van toerusting of masjinerie of enige ander onvoorsiene gebeurtenis, of werk in verband met die herstel van toerusting en masjinerie wat nie gedurende werkure verrig kan word nie;

"Nywerheidsraad" die Nywerheidsraad vir die Plaaslike Bestuursonderneming ingestel kragtens die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);

"independent contractor or mandatory" means a person who has undertaken to perform a specific commission for the council, irrespective of compensation and outside the supervision and authority of the council;

"six-day interrupted working week" means a period of six calendar days within a working week extending from Sunday to Saturday, inclusive, and within which Sunday is deemed to be a working day without additional pay and a free period of 24 hours is granted to such employee by the council;

"six-day uninterrupted working week" means a period of six consecutive calendar days from Monday to Saturday, inclusive;

"transfer" means the placement of an employee in another post in the council's service by the council, where the maximum of the salary scale pertaining to such other post is the same as that of the post occupied by the employee before such placement;

"redundancy" is the term applied when factors such as economic recessions, mechanisation, loss of income, reorganisation and rationalisation of manning levels result in particular jobs no longer being necessary, in which event the specific job becomes redundant;

"overtime" means that portion of any period that an employee works for the council during a working week or on a working day, as the case may be, which exceeds the working hours as agreed by the council and its employees from time to time: Provided that it shall not include any period worked by an employee on a Sunday or a public holiday or during his free period of 24 hours unless such Sunday or public holiday is a normal working day for such employee;

"public holiday" means a public holiday as determined in the Public Holidays Act, 1952 (Act No. 5 of 1952), and any other day designated as a municipal holiday by the council;

"permanent employee" means an employee, excluding a contract employee and a temporary employee, occupying a post on the fixed establishment of the council in a permanent capacity, whether full-time or part-time, and includes an apprentice and a person appointed in such post for a probationary period;

"retrenchment" is the term applied when a person who is the holder of a job becomes redundant and as such the employee is retrenched and loses his job due to factors beyond his control;

"personal to holder", with regard to—

(a) salary/salary scale—

means that the employee retains the salary/salary scale and may receive a lesser adjustment during regarding, as determined by the Industrial Council, as opposed to other employees until the salary scale equals the Industrial Council's salary scale, whereafter the salary/salary scale will no longer be regarded as personal to holder;

(b) other benefits—

means that the employee retains other benefits personal to holder until the post concerned is vacated;

"local government" means an institution or body as contemplated in section 84 (1) (f) (i) of the Provincial Government Act, 1961 (Act No. 32 of 1961), as well as—

(a) an institution or body established in terms of the Rural Coloured Areas Act, 1979 (Act No. 1 of 1979), of the Coloured Representative Council of the Republic of South Africa;

"onafhanklike kontraktant of lashebber" 'n persoon wat onderneem het om 'n bepaalde opdrag vir die raad uit te voer, ongeag vergoeding en buite die toesig en gesag van die raad;

"onderbroke sesdagwerkweek" 'n tydperk van ses kalenderdae in 'n werkweek wat van Sondag tot en met Saterdag strek en waarin Sondag geag word 'n werkdag sonder bykomende betaling te wees en 'n vry tydperk van 24 uur deur die raad aan sodanige werknemer toegestaan word;

"ononderbroke sesdagwerkweek" 'n tydperk van ses agtereenvolgende kalenderdae van Maandag tot en met Saterdag;

"oorplasing" die plasing van 'n werknemer deur die raad in 'n ander pos in die raad se diens, waar die maksimum van die salarisskaal van sodanige ander pos dieselfde is as dié van die pos wat voor sodanige plasing deur die werknemer bekleë is;

"oortolligheid" die omstandigheid wanneer faktore soos ekonomiese resessie, meganisasie, verlies aan inkomste, herorganisasie en rasionalisasie van personeelvlakke veroorsaak dat sekere poste nie meer nodig is nie, in welke geval so 'n pos oortollig word;

"oortyd" die gedeelte van enige tydperk wat 'n werknemer gedurende 'n werkweek of op 'n werkdag, na gelang van die geval, vir die raad werk wat langer is as die werkure waarvoor die raad en sy werknemers van tyd tot tyd ooreenkom: Met dien verstande dat dit nie enige tydperk insluit wat 'n werknemer op 'n Sondag of 'n openbare feesdag of gedurende sy vry tydperk van 24 uur werk nie, tensy sodanige Sondag of openbare feesdag 'n normale werkdag vir die werknemer is;

"openbare feesdag" 'n openbare feesdag soos bepaal in die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952), en enige ander dag wat die raad as 'n munisipale vakansiedag aanwys;

"permanente werknemer" 'n werknemer, uitgesonderd 'n kontrakwerknemer en 'n tydelike werknemer, wat, hetsy voltyds of deeltjies, in 'n permanente hoedanigheid 'n pos op die vaste diensstaat van die raad bekleë, en omvat dit 'n vakleerling en 'n persoon wat vir 'n proeftydperk in so 'n pos aangestel is;

"personeelvermindering" wanneer 'n persoon wat die bekleër van 'n pos is oortollig word en die werknemer as sodanig ontslaan word en sy werk verloor as gevolg van faktore buite sy beheer;

"persoonlik vir bekleër", met betrekking tot—

(a) salaris/salarisskaal—

dat die werknemer die salaris/salarisskaal behou en met hergradering 'n mindere aanpassing, soos deur die Nywerheidsraad bepaal, kan ontvang as ander werknemers totdat die salarisskaal gelyk kom met die Nywerheidsraad se salarisskaal, waarna die salaris/salarisskaal nie meer beskou word as persoonlik vir bekleër nie;

(b) ander voordele—

dat die werknemer ander voordele wat aan hom persoonlik toegestaan is, behou totdat die betrokke pos ontruim word;

"plaaslike bestuur" 'n instelling of liggaam beoog in artikel 84 (1) (f) (i) van die Wet op Provinsiale Bestuur, 1961 (Wet No. 32 van 1961), en ook—

(a) 'n instelling of liggaam ingestel kragtens die Wet op Landelike Kleurlinggebiede, 1979 (Wet No. 1 van 1979), van die Verteenwoordigende Kleurlingraad van die Republiek van Suid-Afrika;

- (b) a regional services council established in terms of the Regional Services Councils Act, 1985 (Act No. 109 of 1985);
- (c) a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982);
- "local government undertaking"** means the undertaking in which the councils as employers and their employees are associated with one another for the institution, continuation and conclusion of any action, scheme or activity undertaken by a council.
- "local authority"** means the same as "local government";
- "local authority undertaking"** means the same as "local government undertaking";
- "post"** means a position in the council's hierarchical structure to which specific duties are coupled;
- "post evaluation scheme"** means the scheme approved by the Industrial Council from time to time;
- "council"** means a local authority and includes any committee or employee of a local authority acting in accordance with the powers which have been vested in the local authority in terms of this Agreement and which have been delegated to such committee or employee;
- "salary"** means an employee's usual monetary compensation for services rendered to the council, whether in terms of the appropriate notch on his salary scale or a fixed amount of money, but excludes any allowance, bonus, housing benefit, payment for overtime or monetary fringe benefit;
- "salary increment"** means the increment by which an employee's salary is increased in accordance with his applicable salary scale;
- "security guard"** means an employee mainly concerned with the supervision and control of a guard and with the control of and reporting on the movement of persons and vehicles through control points or gates, and who is required to do the duties of a guard or such other duties in connection with security as may be assigned to him by the council;
- "cycle"** means the period in respect of which the sick leave allocation is made to an employee;
- "town clerk"** means the chief executive officer of a local authority, irrespective of the designation of the post occupied by that official, or an employee acting in such capacity in terms of a decision of the council;
- "student"** means a person studying full-time at an educational institution;
- "job evaluation scheme"** means the same as "post evaluation scheme";
- "temporary establishment"** means the post/posts created for the extraordinary requirements of the council's service for a continuous period not exceeding 12 months: Provided that the council may grant a longer period for a specific project;
- "lay-off"** means the situation of a temporary reduction in the work force and may or may not be accompanied by a specific date or event when the employees so laid off will return to work;
- "temporary employee"** means an employee, excluding a contract employee, appointed to a post on the fixed or temporary establishment of the council in a temporary capacity, whether full-time or part-time, for a continuous period not exceeding 12 months: Provided that the Industrial Council may, at the request of the council, approve a longer period;
- (b) 'n streeksdiensteraad ingestel kragtens die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);
- (c) 'n plaaslike owerheid soos omskryf in die Wet op Swart Plaaslike Owerhede, 1982 (Wet No. 102 van 1982);
- "plaaslike bestuursonderneming"** die onderneming waarin die rade as werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handeling, skema of werksaamheid wat deur 'n raad onderneem word;
- "plaaslike owerheid"** dieselfde as "plaaslike bestuur";
- "plaaslike owerheidsonderneming"** dieselfde as "plaaslike bestuursonderneming";
- "pos"** 'n posisie in die raad se hiërgargiese struktuur waarvan spesifieke pligte gekoppel is;
- "posevalueringsskema"** die skema van tyd tot tyd deur die Nywerheidsraad goedgekeur;
- "raad"** 'n plaaslike owerheid en omvat dit enige komitee of werknemer van 'n plaaslike owerheid wat optree kragtens die bevoegdhede wat ingevolge hierdie Ooreenkoms by die plaaslike owerheid berus en wat aan sodanige komitee of werknemer gedelegeer is;
- "salaris"** 'n werknemer se normale geldelike vergoeding vir dienste aan die raad gelewer, hetsy ooreenkomstig die toepaslike kerf op sy salarisskaal of 'n vaste bedrag geld, maar omvat dit geen toelae, bonus, behuisingsvoordeel, oortydvergoeding of geldelike byvoordeel nie;
- "salariskertverhoging"** die inkrement waarmee 'n werknemer se salaris volgens sy toepaslike salarisskaal verhoog word;
- "sekuriteitswag"** 'n werknemer wat hoofsaaklik betrokke is by toesighouding en beheer oor 'n wag en by beheer en verslagdoening oor die beweging van persone en voertuie deur beheerpunte of hekke, en van wie vereis word om die pligte van 'n wag te verrig, of sodanige ander pligte verbonde aan sekuriteit as wat die raad aan hom toewys;
- "siklus"** die tydperk ten opsigte waarvan die siekteverloftoekenning aan 'n werknemer gedoen word;
- "stadsklerk"** die hoof uitvoerende beambte van 'n plaaslike owerheid, ongeag die benaming van die pos wat daardie beambte beklee, of 'n werknemer wat kragtens 'n besluit van die raad in sodanige hoedanigheid waarneem;
- "student"** 'n persoon wat voltyds aan 'n opvoedkundige inrigting studeer;
- "taakevalueringsskema"** dieselfde as "posevalueringsskema";
- "tydelike diensstaat"** die pos/poste wat vir die buitengewone behoeftes van die raad se diens vir 'n deurlopende tydperk van hoogstens 12 maande geskep is: Met dien verstande dat die raad ten opsigte van 'n bepaalde projek 'n langer tydperk kan toestaan;
- "tydelike ontslag"** ontslag weens 'n tydelike vermindering van die werkkragte en kan dit gepaardgaan al dan nie met 'n spesifieke datum of gebeurtenis wanneer die werknemers wat aldus ontslaan is, sal terugkeer werk toe;
- "tydelike werknemer"** 'n werknemer, uitgesonderd 'n kontrakwerknemer, wat, hetsy voltyds of deeltjds, vir 'n deurlopende tydperk van hoogstens 12 maande in 'n tydelike hoedanigheid in 'n pos op die vaste of tydelike diensstaat van die raad aangestel is: Met dien verstande dat die Nywerheidsraad op versoek van die raad 'n langer tydperk kan goedkeur;

"apprentice" means an employee who is registered under a contract of apprenticeship registered with the Registrar of Manpower Training in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981), and who is employed by the council;

"fixed establishment" means the posts created for the normal and regular requirements of the council's service;

"safety guard" means the same as "security guard";

"incremental date" means the first calendar day of an employee's incremental month;

"incremental month" means the working month in which an employee's salary is increased by the council on expiry of his incremental period;

"Incremental period" means a period of continuous service of 12 working months plus any extended period which may be applicable to an employee, the first such period of continuous service being calculated from the first day of the working month of such employee's latest appointment, promotion, transfer or demotion, and each such following period being calculated from the day following the date on which such previous period terminated, of such shorter period of continuous service as may be determined by the council, which should elapse in respect of an employee before his salary may be increased by the council in accordance with the salary scale applicable to him;

"extended period" means the number of working months by which an employee's incremental period of leave year is extended by the council owing to any period(s) of unauthorised absence and/or leave of absence without pay calculated in accordance with the following formula: Provided that any part of a working month shall be discounted:

$$\text{Number of working months} = \frac{A}{20}$$

where A equals the number of working days on which an employee was absent owing to unauthorised absence and/or leave of absence without pay since the date of commencement of the current incremental period of leave year and before the date of termination thereof, and 20 equals the number of working days per working month;

"leave year" means a period of continuous service of 12 months plus any extended period that may be applicable to an employee, the first such period of continuous service being calculated from the first day of the working month of such employee's latest appointment and each such following period being calculated from the day following the date on which such previous period terminated;

"representative",

for the purposes of clause 17, means any person representing a registered trade union operating in any of the divisions of the Industrial Council;

"post level" means the position of a post in the hierarchy of the council's post structure as determined by the number of points allocated to the post in terms of the job evaluation scheme determined by the Industrial Council from time to time;

"five-day working week" means a working period of five consecutive calendar days from Monday to Friday, inclusive;

"guard" means an employee whose duties mainly involve the safeguarding of any property or article;

"working day" means any calendar day of the week on which an employee must normally report for work;

"vakleerling" 'n werknemer wat geregistreer is kragtens 'n kontrak van vakleerlingskap geregistreer by die Registrateur van Mannekragopleiding ingevolge die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), en wat by die raad in diens is;

"vaste diensstaat" die poste wat vir die normale en gereelde behoeftes van die raad se diens geskep is;

"veiligheidswag" dieselfde as "sekuriteitswag";

"verhogingsdatum" die eerste kalenderdag van die verhogingsmaand van 'n werknemer;

"verhogingsmaand" die werkmaand waarin die salaris van 'n werknemer, na verstryking van sy verhogingstydperk, deur die raad verhoog word;

"verhogingstydperk" 'n tydperk van deurlopende diens van 12 werkmaande plus enige verlengde tydperk wat op 'n werknemer van toepassing mag wees, waarvan die eerste sodanige tydperk van deurlopende diens bereken word vanaf die eerste dag van die werkmaand waarin sodanige werknemer se jongste aanstelling, bevordering, oorpasing of degradering plaasgevind het en elke daaropvolgende sodanige tydperk bereken word vanaf die dag wat volg op die datum waarop die voorafgaande sodanige tydperk voltooi is, of sodanige korter tydperk van deurlopende diens as wat die raad bepaal, wat met betrekking tot 'n werknemer moet verstryk voordat sy salaris volgens die salarisskaal wat op hom van toepassing is, deur die raad verhoog kan word;

"verlengde tydperk" die aantal werkmaande waarmee 'n werknemer se verhogingstydperk of verlofjaar as gevolg van enige tydperk(e) van ongemagtigde afwesigheid en/of afwesigheidsverlof sonder betaling deur die raad verleng word, bereken ooreenkomstig onderstaande formule: Met dien verstande dat enige gedeelte van 'n werkmaand buite rekening gelaat word:

$$\text{Aantal werkmaande} = \frac{A}{20}$$

waar A die aantal werkdae is waartydens 'n werknemer weens ongemagtigde afwesigheid en/of afwesigheidsverlof sonder betaling afwesig was sedert die aanvangsdatum van die lopende verhogingstydperk of verlofjaar en voor die datum van voltooiing daarvan, en 20 die aantal werkdae per werkmaand is;

"verlofjaar" 'n tydperk van deurlopende diens van 12 maande plus enige verlengde tydperk wat op 'n werknemer van toepassing mag wees, waarvan die eerste sodanige tydperk van deurlopende diens bereken word vanaf die eerste dag van die werkmaand waarin sodanige werknemer se jongste aanstelling plaasgevind het en elke daaropvolgende sodanige tydperk bereken word vanaf die dag wat volg op die datum waarop die voorafgaande sodanige tydperk voltooi is;

"verteenwoordiger", vir die doeleindes van klousule 17, enige persoon wat 'n geregistreerde vakvereniging verteenwoordig wat bedrywig is in enige van die afdelings van die Nywerheidsraad;

"vlakindeling" die posisie van 'n pos in die hiërargie van die raad se postestruktuur wat bepaal is deur die aantal punte toegeken aan die pos kragtens die posevalueringsskema soos van tyd tot tyd deur die Nywerheidsraad bepaal;

"vyfdagwerkweek" 'n werktermyn van vyf agtereenvolgende kalenderdae van Maandag tot en met Vrydag;

"wag" 'n werknemer wie se pligte hoofsaaklik die bewaking van enige eiendom of artikel behels;

"werkdag" enige kalenderdag van die week waarop 'n werknemer hom normaalweg vir diens moet aanmeld;

"employer" means the same as "council";

"employers' organisation" means an employers' organisation as defined in section 1 of the Labour Relations Act, 1956 (Act No. 28 of 1956);

"working month" means a period not exceeding 31 calendar days, as determined by the council in respect of an employee or class of employees;

"employee" means a permanent, temporary, part-time or contract employee or an apprentice receiving pay or entitled to it, but excluding a student, a subsidised labourer, an independent contractor or mandatory or an agent;

and for the purposes of clause 17 means a person in the permanent employ of the council receiving or being entitled to receive pay, including an apprentice but excluding a student, a subsidised labourer, a casual or occasional worker, a part-time or temporary employee, an independent contractor or mandatory, a contract employee or an agent;

"working hours" means the hours during which an employee normally has to work during a working week or on a working day;

"working week" means a period not exceeding six consecutive calendar days, as determined by the council in respect of an employee or class of employees;

and any other word or expression shall have the meaning ascribed to it in the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), and if not defined in the aforementioned Act, the meaning as ascribed thereto in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956), shall apply.

4. FUNCTIONS, ORGANISATION AND POST STRUCTURE

4.1 All functions to be performed for the attainment of the council's objectives shall be determined by the council.

4.2 The council shall determine the functional, organisational and post structure, duties, working hours and post requirements of the posts in the various departments, sections and branches of the council's service in consultation with the trade union.

5. LEVELS, GROUPING AND SALARY SCALES OF POSTS

5.1 The council shall determine the grouping of posts on the basis of the job evaluation results, as evaluated by the Industrial Council.

5.2 The council may at any time request the Industrial Council to evaluate or re-evaluate any or all posts in the council's establishment in terms of the job evaluation scheme and/or request the alteration of the grouping and/or job levels and/or salary scales.

5.3 An employee who is of the opinion that the contents, requirements or working conditions of the post occupied by him have changed, may request the council in writing to re-evaluate the post.

5.4 When the grouping or job level is altered, resulting in the alteration of the grouping or salary scale of a post, the altered grouping or salary scale shall come into effect on a date as determined by the Industrial Council: Provided that—

5.4.1 if the salary scale pertaining to the post is increased, the salary of the incumbent shall be adapted to not less than the commencing notch of the revised salary scale, and where the maximum and minimum notches coincide, the incumbent's salary shall be adjusted by at least one notch;

5.4.2 if the salary scale pertaining to the post is decreased, the incumbent shall retain his current grouping, salary scale and post designation as personal to holder or contractual to holder, as the case may be.

"werkgever" dieselfde as "raad";

"werkgeversorganisasie" 'n werkgeversorganisasie soos omskryf in artikel 1 van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);

"werkmaand" 'n tydperk van hoogstens 31 kalenderdae, soos deur die raad ten opsigte van 'n werknemer of klas werknemers bepaal;

"werknemer" 'n permanente, tydelike, deeltydse of kontrakwerknemer of vakleerling wat betaling ontvang of daarop geregtig is, maar uitgesonderd 'n student, 'n gesubsidieerde arbeider, 'n onafhanklike kontraktant of lashebber of 'n agent;

en, vir die doeleindes van klousule 17, 'n persoon wat 'n permanente pos by die raad beklee en betaling ontvang of daarop geregtig is, met inbegrip van 'n vakleerling maar uitgesonderd 'n student, 'n gesubsidieerde arbeider, 'n las of geleentheidswerker, 'n deeltydse of tydelike werknemer, 'n onafhanklike kontraktant of lashebber, 'n kontrakwerknemer of 'n agent;

"werkure" die ure wat 'n werknemer normaalweg gedurende 'n werkweek of op 'n werkdag moet werk;

"werkweek" 'n tydperk van hoogstens ses agtereenvolgende kalenderdae, soos deur die raad ten opsigte van 'n werknemer of klas werknemers bepaal;

en het enige ander woord of uitdrukking die betekenis wat in die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), daaraan geheg word en indien nie in voor-noemde Wet omskryf nie, geld die betekenis wat in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), daaraan geheg word.

4. WERKSAAMHEDE, ORGANISASIE EN POSTESTRUKTUUR

4.1 Alle werksaamhede wat verrig moet word om die raad se doelstellings te bereik, word deur die raad bepaal.

4.2 Die raad bepaal die funksionele, organisasie- en postestruktuur, pligte, werkure en posvereistes van die poste in die onderskeie departemente, afdelings en vertakings van die raad se diens in ooreenstemming met die vakvereniging.

5. VLAKINDELING, GROEPERING EN SALARISSKALE VAN POSTE

5.1 Die groepering van poste word deur die raad bepaal aan die hand van die posevalueringsskema, soos deur die Nywerheidsraad geëvalueer.

5.2 Die raad kan die Nywerheidsraad te eniger tyd versoek om enige van of al die poste op die raad se diensstaat aan die hand van die posevalueringsskema te evalueer of te herewevalueer en/of die groepering en/of vlakindeling en/of salarisskaal te wysig.

5.3 'n Werknemer wat van mening is dat die inhoud, vereistes of werksomstandighede van die pos wat hy beklee, verandering behou as persoonlik vir bekleër of kontrakteel vir bekleër.

5.4 Wanneer die groepering of vlakindeling gewysig word en dit die wysiging van die groepering of salarisskaal van 'n pos tot gevolg het, tree die gewysigde groepering of salarisskaal in werking op 'n datum wat die Nywerheidsraad bepaal: Met dien verstande dat—

5.4.1 indien die salarisskaal van die pos verhoog word, die salaris van die bekleër tot minstens die aanvangskerf van die hiesige salarisskaal aangepas word, en waar die maksimum en die minimum kerf ooreenstem, die bekleër se salaris met minstens een kerf aangepas word;

5.4.2 indien die salarisskaal van die pos verlaag word, die bekleër sy huidige groepering, salarisskaal en posbenaming behou as persoonlik vir bekleër of kontrakteel vir bekleër, na gelang van die geval.

6. APPOINTMENT, PROMOTION, TRANSFER AND DEMOTION

6.1 General

6.1.1 The appointment, promotion, transfer and demotion of an employee shall be made by the council.

6.1.2 An employee shall be appointed, promoted or transferred only if there is a vacant post, unless the council determines otherwise.

6.1.3 An applicant who canvasses for appointment, promotion or transfer in the service of the council, shall not be considered for such appointment, promotion or transfer.

6.1.4 An applicant shall, when applying for appointment, promotion or transfer, subject himself to the screening techniques determined by the council.

6.2 Appointment

6.2.1 A person, with the exception of a student, shall be at least 16 years of age before he may be appointed.

6.2.2 An employee's appointment shall be subject to proof of good health, if required by the council, after a medical examination, at the council's expense, by a registered medical practitioner designated by the council.

6.2.3 A person shall be appointed in the council's service in a permanent capacity only if he—

6.2.3.1 has not yet attained the age of 56 years;

6.2.3.2 complies with the qualification and/or proficiency requirements laid down by the council, unless otherwise determined by the council.

6.2.4 On entering the council's service, an employee shall, where applicable, hand in his Unemployment Insurance Fund contributor's card to the council.

6.2.5 When an employee is appointed, the council may appoint him at a higher notch than the commencing notch of the salary scale.

6.2.6 If no adequate proof of age to the satisfaction of the council is submitted on appointment, the age of the employee shall be established in a manner determined by the council, and, in the case of a dispute, the finding of a district surgeon shall be conclusive.

6.2.7 The council may appoint a permanent employee on probation for a fixed period not exceeding six months, subject to the following conditions:

6.2.7.1 If the council is of the opinion that such employee has successfully completed his probationary period, the council shall confirm such employee's appointment in writing.

6.2.7.2 If the council, on or before the date of completion of the probationary period of such employee, is of the opinion that he is not fit for the post occupied by him, the council may—

6.2.7.2.1 in writing and stating the reasons therefor, extend the probationary period of such employee once only for a fixed period not exceeding six months; or

6.2.7.2.2 give such employee at least one working month's written notice that his services will be terminated on a specific date: Provided that a fair procedure has been followed.

6.3 Promotion

6.3.1 A vacant promotion post which, in the opinion of the council, should be filled, shall be brought to the attention of the employees by the council by means of a notice on the relevant notice boards and in any other way determined by the council, and if the council deems it necessary, applications shall be invited from outside the council's service.

6. AANSTELLING, BEVORDERING, OORPLASING EN DEGRADERING

6.1 Algemeen

6.1.1 Die aanstelling, bevordering, oorplasing en degradering van 'n werknemer word deur die raad gedoen.

6.1.2 'n Werknemer word slegs aangestel, bevorder of oorgeplaas indien daar 'n vakante pos is, tensy die raad anders bepaal.

6.1.3 'n Applikant wat invloed werf met die oog op aanstelling, bevordering of oorplasing in die raad se diens, word nie vir sodanige aanstelling, bevordering of oorplasing oorweeg nie.

6.1.4 Wanneer 'n applikant aansoek doen om 'n aanstelling, bevordering of oorplasing, moet hy hom onderwerp aan die keuringstegnieke deur die raad bepaal.

6.2 Aanstelling

6.2.1 'n Persoon, uitgesonderd 'n student, moet minstens 16 jaar oud wees voordat hy aangestel mag word.

6.2.2 'n Werknemer se aanstelling is, indien die raad dit vereis, onderworpe aan 'n bewys van goeie gesondheid na 'n mediese ondersoek op koste van die raad deur 'n geregistreerde geneesheer wat deur die raad aangewys word.

6.2.3 'n Persoon mag in 'n permanente hoedanigheid in die raad se diens aangestel word slegs indien hy—

6.2.3.1 nog nie die ouderdom van 65 jaar bereik het nie;

6.2.3.2 voldoen aan die kwalifikasie- en/of vaardigheidsvereistes wat deur die raad voorgeskryf is, tensy die raad anders bepaal.

6.2.4 'n Werknemer moet by diensaanvaarding, waar van toepassing, sy bydraersverslagkaart van die Werkloosheidsversekeringsfonds by die raad indien.

6.2.5 Wanneer 'n werknemer aangestel word, kan die raad hom op 'n hoër kerf as die aanvangskerf van die salarisskaal aanstel.

6.2.6 Indien geen voldoende bewys van ouderdom tot bevrediging van die raad by aanstelling voorgelê word nie, word die ouderdom van die werknemer vasgestel op 'n wyse deur die raad bepaal, en in die geval van 'n dispuut is die bevinding van 'n distriksgeneesheer afdoende.

6.2.7 Die raad kan 'n permanente werknemer vir 'n bepaalde tydperk van hoogstens ses maande, behoudens die volgende voorwaardes, op proef aanstel:

6.2.7.1 Indien die raad van mening is dat sodanige werknemer sy proeftydperk suksesvol voltooi het, moet die raad sodanige werknemer se aanstelling skriftelik bekragtig.

6.2.7.2 Indien die raad voor of op die datum van voltooiing van die proeftydperk van sodanige werknemer van mening is dat hy nie vir die pos wat hy beklee, geskik is nie, kan die raad—

6.2.7.2.1 die proeftydperk van sodanige werknemer eenmalig vir 'n bepaalde tydperk van hoogstens ses maande skriftelik met opgaaf van redes verleng; of

6.2.7.2.2 sodanige werknemer minstens een werkmaand skriftelik kennis gee dat sy diens op 'n bepaalde datum beëindig word: Met dien verstande dat 'n billike prosedure gevolg is.

6.3 Bevordering

6.3.1 'n Vakante bevorderingspos wat na die mening van die raad gevul moet word, moet deur die raad by wyse van 'n kennisgewing op die betrokke kennisgewingborde en op enige ander wyse wat die raad bepaal, onder die aandag van die werknemers gebring word, en indien die raad dit nodig ag, word aansoeke van buite die raad se diens gevra.

6.3.2 An employee regarded by the council as the most eligible for a promotion post and not necessarily the employee with the longest service, shall be promoted.

6.3.3 When an employee is promoted his salary shall be adjusted to at least one notch above his current salary and, unless the council determines a prior date, the first day of the working month which follows the date on which he is promoted shall be deemed to be his new incremental date.

6.4 Transfer

6.4.1 A transfer shall be effected only when the council is of the opinion that it will be to the benefit of the council's service and provided the employee agrees to it.

6.4.2 When an employee is transferred, he shall retain his salary and incremental date.

6.5 Demotion

6.5.1 The council may demote an employee on the following grounds: Provided that the employee may dispute such action in terms of the Labour Relations Act:

6.5.1.1 *Misconduct*

6.5.1.1.1 The salary of an employee demoted by the council on the grounds of misconduct shall be adjusted to such notch of the salary scale of the post to which he has been demoted as may be determined by the council, as from the first day of the working month following the date of the resolution to demote him or such first working day of a subsequent working month as may be determined by the council.

6.5.1.1.2 The date on which a demotion as mentioned in clause 6.5.1.1.1 comes into effect shall be an employee's future incremental date, unless the council determines a prior date.

6.5.1.2 *Reorganisation*

6.5.1.2.1 If an employee's post is declared redundant and is abolished due to a reorganisation of the council's service and such employee is demoted by the council, the employee shall retain his post level that applied prior to such demotion as personal to holder or contractual to holder, as the case may be.

6.5.1.3 *Physical or mental indisposition as determined by a medical board*

6.5.1.3.1 If an employee is demoted by the council because of a physical or mental indisposition, the council may adjust the salary of such employee either to the corresponding notch, or if there is no corresponding notch, to the nearest lower notch of the post to which he has been demoted, or allow such employee to retain his post level which applied prior to such demotion as personal to holder or contractual to holder, as the case may be.

6.5.1.3.2 A demotion in terms of clause 6.5.1.3.1 shall come into effect on the first day of the working month of the employee concerned subsequent to the working month in which it was decided to demote him.

6.5.1.3.3 Where a demotion in terms of clause 6.5.1.3.1 results in the salary of an employee being adjusted to a lower notch than the maximum of the salary scale of the relevant post, such employee shall retain the incremental date applicable to him before such demotion.

6.3.2 'n Werknemer wat na die mening van die raad die geskikste vir 'n bevorderingspos is, en nie noodwendig die werknemer met die langste diens nie, word bevorder.

6.3.3 Wanneer 'n werknemer bevorder word, word sy salaris aangepas tot minstens een salariskerf hoër as sy bestaande salaris en, tensy die raad 'n vroeër datum bepaal, word die eerste dag van die werkmaand wat volg op die datum waarop hy bevorder is, geag sy nuwe verhogingsdatum te wees.

6.4 Oorplasing

6.4.1 'n Oorplasing geskied slegs wanneer die raad van mening is dat dit tot voordeel van die raad se diens strek en mits die werknemer daartoe instem.

6.4.2 Wanneer 'n werknemer oorgeplaas word, behou hy sy salaris en verhogingsdatum.

6.5 Degradering

6.5.1 Die raad kan 'n werknemer op grond van die volgende degradeer: Met dien verstande dat die werknemer kragtens die Wet op Arbeidsverhoudinge sodanige optrede kan betwis.

6.5.1.1 *Wangedrag*

6.5.1.1.1 Die salaris van 'n werknemer wat deur die raad op grond van wangedrag gedegradeer word, word vanaf die eerste dag van die werkmaand wat volg op die datum van die besluit om hom te degradeer, of die eerste werkdag van 'n latere werkmaand wat die raad bepaal, aangepas tot sodanige kerf van die salarisskaal van die pos waartoe hy gedegradeer is as wat die raad bepaal.

6.5.1.1.2 Die datum waarop 'n degradering bedoel in klousule 6.5.1.1.1 in werking tree, is 'n werknemer se toekomstige verhogingsdatum, tensy die raad 'n vroeër datum bepaal.

6.5.1.2 *Herorganisasie*

6.5.1.2.1 Indien 'n werknemer se pos weens herorganisasie van die raad se diens oortollig verklaar en afgeskat word en sodanige werknemer deur die raad gedegradeer word, behou die werknemer sy vlakindeling wat voor sodanige degradering van toepassing was, as persoonlike vir bekleër of kontraktueel vir bekleër, na gelang van die geval.

6.5.1.3 *Liggaamlike of geestesongesteldheid soos bepaal deur 'n mediese raad*

6.5.1.3.1 Indien 'n werknemer deur die raad gedegradeer word as gevolg van 'n liggaamlike of geestesongesteldheid, kan die raad sodanige werknemer se salaris aanpas tot óf die ooreenstemmende kerf óf, indien daar nie 'n ooreenstemmende kerf is nie, die naaste laer kerf van die pos waartoe hy gedegradeer is, of toelaat dat sodanige werknemer sy vlakindeling wat voor sodanige degradering van toepassing was, behou as persoonlik vir bekleër of kontraktueel vir bekleër, na gelang van die geval.

6.5.1.3.2 'n Degradering kragtens klousule 6.5.1.3.1 tree in werking op die eerste dag van die betrokke werknemer se werkmaand waarin daar besluit is om hom te degradeer.

6.5.1.3.3 Waar 'n degradering kragtens klousule 6.5.1.3.1 tot gevolg het dat die salaris van 'n werknemer tot 'n laer kerf as die maksimum van die salarisskaal van die betrokke pos aangepas word, behou sodanige werknemer die verhogingsdatum wat voor sodanige degradering op hom van toepassing was.

7. PAYMENT OF SALARIES AND OTHER DUE MONIES

7.1 The pay due to an employee for a completed working month or working week, as the case may be, shall be paid as follows, subject to the provisions of clauses 7.2 and 7.3:

7.1.1 In the case of an employee paid monthly, on a date not later than the last working day of the relevant working month: Provided that payment may take place on a later date due to circumstances outside the control of the council, but not later than five working days after completion of the relevant working month.

7.1.2 In the case of an employee paid fortnightly, on the last working day of the working week following the date of completion of two consecutive working weeks or on such earlier working day and in such manner as may be determined by the council.

7.1.3 In the case of an employee paid weekly, on the last working day of the working week following the date of completion of a working week or on such earlier working day and in such manner as may be determined by the council.

7.2 If an employee takes a minimum of 10 consecutive working days' annual leave which extends over the normal pay-day, and the employee so requests, such employee's pay in respect of such period of leave shall be paid out during the council's normal office hours on the employee's last working day before the commencement of his leave period, or on such earlier date as may be determined by the council.

7.3 If an employee's services are terminated for any reason other than death, such employee's remuneration shall be paid out during the council's normal office hours on his last working day.

7.4 The council may deduct any monies owing by an employee in respect of accommodation of the council's premises, hostel fees, food, overpayments (within the legal principals of *condictio indebiti*) and income tax and monies owing by him to the Unemployment Insurance Fund, the pension fund and the medical aid fund and all other monies legally owing to the council by him, from an employee's remuneration.

7.5 The salary or wage of an employee shall be calculated as follows:

$$\begin{aligned}
 7.5.1 \text{ Monthly salary} &= \frac{\text{annulry salary}}{12} \\
 7.5.2 \text{ Weekly wage} &= \frac{\text{annual salary}}{52} \\
 7.5.3 \text{ Daily wage} &= \frac{\text{annual salary}}{250} \\
 7.5.4 \text{ Hourlay wage} &= \frac{\text{annual salary}}{250} \times \frac{1}{\text{Number of working hours per working day}}
 \end{aligned}$$

7.6 An employee shall not cede any right, title, interest or claim in respect of any pay which is or will become due to him from the council without the council's written permission.

8. SALARY INCREMENTS AND ACTING ALLOWANCES**8.1 Annual increments**

8.1.1 An employee's salary shall be increased annually on his incremental date by the relevant salary increment unless the employee's work performance is, in the opinion of the council, unsatisfactory.

7. BETALING VAN SALARISSE EN ANDER VERSKULDIGDE GELDE

7.1 Die betaling verskuldig aan 'n werknemer ten opsigte van 'n voltooide werkmaand of werkweek, na gelang van die geval, word behoudens die bepalings van klousules 7.2 en 7.3, soos volg betaal:

7.1.1 In die geval van 'n werknemer wat maandeliks besoldig word, op 'n datum voor of op die laaste werkdag van die betrokke werkmaand: Met dien verstande dat betaling op 'n later datum kan geskied as gevolg van omstandighede buite die beheer van die raad, maar nie later nie as vyf werkdag na die voltooiing van die betrokke werkmaand.

7.1.2 In die geval van 'n werknemer wat tweeweklik besoldig word, op die laaste werkdag van die werkweek wat volg op die datum van voltooiing van twee agtereenvolgende werkweke of op die vroeër werkdag en op die wyse wat die raad bepaal.

7.1.3 In die geval van 'n werknemer wat weeklik besoldig word, op die laaste werkdag van die werkweek wat volg op die datum van voltooiing van 'n werkweek of op die vroeër werkdag en op die wyse wat die raad bepaal.

7.2 Indien 'n werknemer minstens 10 agtereenvolgende werkdag jaarlikse verlof neem wat oor die normale betaaldag strek, en die werknemer aldus versoek, word sodanige werknemer se betaling ten opsigte van sodanige verloftydperk uitbetaal gedurende die normale kantoorure van die raad op die werknemer se laaste werkdag voordat sy verloftydperk 'n aanvang neem, of op die vroeër datum wat die raad bepaal.

7.3 Indien 'n werknemer se dienste om enige ander rede as afsterwe beëindig word, word sy besoldiging gedurende die normale kantoorure van die raad op sodanige werknemer se laaste werkdag uitbetaal.

7.4 Die raad kan enige gelde wat deur die werknemer verskuldig is ten opsigte van huisvesting op die raad se perseel, hostelgeld, voedsel, oorbetalings (binne die regsbeginsels van *condictio indebiti*) en inkomstebelasting en gelde verskuldig deur 'n werknemer aan die Werkloosheidsverzekeringsfonds, die pensioenfonds en die mediese hulpfonds en alle ander gelde wat wettiglik deur hom aan die raad verskuldig is, van 'n werknemer se besoldiging aftrek.

7.5 Die salaris of loon van 'n werknemer word soos volg bereken:

$$\begin{aligned}
 7.5.1 \text{ Maandelikse salaris} &= \frac{\text{jaarlikse salaris}}{12} \\
 7.5.2 \text{ Weekloon} &= \frac{\text{jaarlikse salaris}}{52} \\
 7.5.3 \text{ Dagloon} &= \frac{\text{jaarlikse salaris}}{250} \\
 7.5.4 \text{ Uurloon} &= \frac{\text{jaarlikse salaris}}{250} \times \frac{1}{\text{aantal werkure per werkdag}}
 \end{aligned}$$

7.6 'n Werknemer mag nie enige reg, titel, belang of eis ten opsigte van enige betaling wat aan hom deur die raad verskuldig is of sal word, sonder die skriftelike toestemming van die raad seëer nie.

8. SALARISVERHOOGINGS EN WAARNEMINGSTOELAES**8.1 Jaarlikse salarisverhogings**

8.1.1 Die salaris van 'n werknemer word jaarliks op sy verhogingsdatum met die toepaslike salariskerfverhoging verhoog, tensy die werkprestasie van die werknemer, na die mening van die raad, onbevredigend is.

8.1.2 If, in the opinion of the council, an employee's work performance is unsatisfactory, the council may hold back such employee's next salary increment for a period not exceeding 12 months: Provided that the council shall inform such employee in writing of its decision and the reasons therefor.

8.1.3 If the council, at the end of the period mentioned in clause 8.1.2, is of the opinion that the employee's work performance during such period was satisfactory, the employee's salary shall be adjusted to the salary notch which would have been applicable to him had his salary increment not been held back from such date as determined by the council, and the employee shall retain his previous incremental date.

8.2 Extraordinary salary increments

8.2.1 The council may specially increase the salary of an employee or grant any other reward determined by the council if such employee in the opinion of the council—

- (a) is exceptionally competent;
- (b) has rendered outstanding service to the council;
- (c) has exceptional/special qualifications;
- (d) has particular experience;
- (e) has achieved outstanding performance, on the basis of a scheme as agreed upon by the parties concerned.

8.3 Acting allowances

8.3.1 If an employee, by resolution of the council, acts in a higher post for a period of not less than 10 consecutive working days, an acting allowance equal to the difference between his salary and the minimum notch of the salary scale pertaining to the post in which he is acting shall be paid to such employee in addition to his salary for the period during which he is acting: Provided that the council may pay an acting allowance for any such shorter period.

9: WORKING DAYS AND WORKING HOURS, ATTENDANCE REGISTER, SUNDAYS, PUBLIC HOLIDAYS, OVERTIME AND STAND-BY SERVICE

9.1 Working days and working hours

9.1.1 Unless otherwise provided in this Agreement, the council may not require or allow the working hours of an employee—

9.1.1.1 to exceed 45 hours per working week;

9.1.1.2 who works a five-day working week, to exceed 9½ hours per working day, subject to the provisions of clause 9.1.1.1;

9.1.1.3 who works a six-day interrupted working week or a six-day uninterrupted working week, to exceed 8½ hours per working day subject to the provisions of clause 9.1.1.1 above.

9.1.2 The provisions of clause 9.1.1 shall not be applicable to—

9.1.2.1 a continuous-process worker: Provided that such employee—

9.1.2.1.1 shall work a maximum of 48 hours per working week;

9.1.2.1.2 shall work a maximum of eight hours per shift and six shifts per working week: Provided further that such employee may work seven shifts in any one working week during any period of three consecutive working weeks, subject to the number of working hours during such period not exceeding 144;

9.1.2.1.3 shall normally have a break of at least eight hours between shifts;

9.1.2.1.4 shall be granted a free period of at least 24 consecutive hours per working week;

8.1.2 Indien die werkprestasie van 'n werknemer na die mening van die raad onbevredigend is, kan die raad sodanige werknemer se eersvolgende salariskerfverhoging vir 'n tydperk van hoogstens 12 maande terughou: Met dien verstande dat die raad sodanige werknemer skriftelik in kennis moet stel van sy besluit en die redes daarvoor.

8.1.3 Indien die raad na afloop van die tydperk in klousule 8.1.2 bedoel, van mening is dat die werknemer se werkprestasie gedurende sodanige tydperk bevredigend was, word die salaris van die werknemer, vanaf die datum wat die raad bepaal, aangepas tot die salariskerf wat op hom van toepassing sou gewees het indien sy salariskerfverhoging nie teruggehou was nie en behou die werknemer sy vorige verhogingsdatum.

8.2 Buitengewone salarisverhogings

8.2.1 Die raad kan die salaris van 'n werknemer spesiaal verhoog of enige ander beloning waarop die raad besluit, toeken indien sodanige werknemer na die mening van die raad—

- (a) buitengewoon bekwaam is;
- (b) uitmuntende diens aan die raad gelewer het;
- (c) spesiale/buitengewone kwalifikasies besit;
- (d) oor besondere ervaring beskik;
- (e) buitengewoon presteer, volgens 'n skema waaroor die partye wedersyds ooreengekom het.

8.3 Waarnemingstoelae

8.3.1 Indien 'n werknemer by besluit van die raad vir 'n tydperk van minstens 10 agtereenvolgende werkdag in 'n hoër pos waarneem, word aan sodanige werknemer benewens sy salaris 'n waarnemingstoelae gelykstaande met die verskil tussen sy salaris en die minimum kerf van die salarisskaal van die pos waarin hy waarneem, vir die tydperk van waarneming betaal: Met dien verstande dat die raad 'n waarnemingstoelae ten opsigte van enige sodanige korter tydperk kan betaal.

9: WERKDAE EN WERKURE, BYWONINGSREGISTER, SONDAE, OPENSARE FEESDAE, OORTYD EN GEREEDHEIDSDIENS

9.1 Werkdae en werkure

9.1.1 Behoudens andersluidende bepalings in hierdie Ooreenkoms mag die raad nie vereis of toelaat nie dat die werkure van 'n werknemer—

9.1.1.1 45 uur per werkweek oorskry;

9.1.1.2 wat 'n vyfdagwerkweek werk, behoudens die bepalings van klousule 9.1.1.1, 9½ uur per werkdag oorskry;

9.1.1.3 wat 'n onderbroke sesdagwerkweek of 'n ononderbroke sesdagwerkweek werk, behoudens die bepalings van klousule 9.1.1.1, 8½ uur per werkdag oorskry.

9.1.2 Die bepalings van klousule 9.1.1. is nie van toepassing nie op—

9.1.2.1 'n deurlopendeproseswerker: Met dien verstande dat sodanige werknemer—

9.1.2.1.1 hoogstens 48 uur per werkweek werk;

9.1.2.1.2 hoogstens 8 uur per skof en ses skofte per werkweek werk: Met dien verstande voorts dat sodanige werknemer sewe skofte in een werkweek gedurende enige tydperk van drie agtereenvolgende werkweke mag werk, mits die getal werkure gedurende sodanige tydperk nie 144 oorskry nie;

9.1.2.1.3 se skofte normaalweg deur minstens agt uur onderbreek word;

9.1.2.1.4 'n vry tydperk van minstens 24 agtereenvolgende ure per werkweek toegestaan word;

9.1.2.2 a security guard or guard: Provided that such employee—

9.1.2.2.1 shall work a maximum of 60 hours per working week;

9.1.2.2.2 shall work a maximum of 12 hours per shift and five shifts per working week: Provided that such employee may work six shifts in any one working week during any period of two consecutive working weeks, subject to the number of working hours during such period not exceeding 120;

9.1.2.2.3 shall normally have a break of at least 12 hours between shifts;

9.1.2.2.4 shall be granted a free period of at least 24 consecutive hours per working week;

9.1.2.3 an employee in a post, the working hours of which have been determined as follows by an agreement between the council and the trade union:

9.1.2.3.1 A maximum of 40 hours per working week;

9.1.2.3.2 a maximum of eight hours per working day;

9.1.2.4 an employee employed in a post concerned exclusively or mainly with the provision of rescue services, fire-fighting or ambulance services: Provided that such employee—

9.1.2.4.1 shall work a maximum of 24 hours per shift and a maximum of 112 hours during any period of two consecutive working weeks;

9.1.2.4.2 shall have a break between shifts of a period of at least the number of consecutive working hours of his previous shift;

9.1.2.4.3 shall be granted a free period of a minimum of 24 consecutive hours per working week;

9.1.2.5 an employee exclusively or mainly concerned with the removal of night-soil: Provided that such employee—

9.1.2.5.1 shall work a maximum of 42 hours per seven-day working week, extending from Sunday up to and including Saturday;

9.1.2.5.2 shall work for a maximum of six hours during a period of 24 consecutive hours;

9.1.2.5.3 shall work a maximum of 46 hours, as contemplated in clause 9.1.2.5.1, and a maximum of seven hours and 40 minutes, as contemplated in clause 9.1.2.5.2, during any working week if such employee is not required to work for more than six such periods during the relevant working week.

9.1.3 Subject to the provisions of clauses 9.1.1 and 9.1.2 and any amendments as may be agreed upon between the council and the trade union from time to time, an employee shall be on duty on the working days and during the working hours applicable to the council on the date on which this Agreement comes into operation.

9.1.4 Subject to the provisions of clause 9.1.5, all the working hours of an employee on a working day shall be consecutive.

9.1.5 An employee shall not work for a continuous period of longer than five hours without a break of a minimum of one hour, during which break such employee shall not be permitted or compelled to do any work, and such break shall not be deemed to be part of the working hours of such employee: Provided that—

9.1.5.1 the council and the trade union may agree that such continuous period may be a maximum of six hours and that such break may be reduced to a minimum of half an hour or, subject to the provisions of clauses 9.1.5.2 and 9.1.5.5, may be increased to a maximum of 1½ hour;

9.1.5.2 where an employee is engaged exclusively or mainly in cleaning premises or passengers vehicles or caring for animals, such break shall be a maximum of three hours;

9.1.2.2 'n sekuriteitswag of wag: Met dien verstande dat sodanige werknemer—

9.1.2.2.1 hoogstens 60 uur per werkweek werk;

9.1.2.2.2 hoogstens 12 uur per skof en vyf skofte per werkweek werk: Met dien verstande voorts dat sodanige werknemer ses skofte in een enkele werkweek gedurende enige tydperk van twee agtereenvolgende werkweke mag werk, mits die getal werkure gedurende sodanige tydperk nie 120 oorskry nie;

9.1.2.2.3 se skofte normaalweg deur minstens 12 uur onderbreek word;

9.1.2.2.4 'n vry tydperk van minstens 24 agtereenvolgende ure per werkweek toegestaan word;

9.1.2.3 'n werknemer wat 'n pos beklee waarvan die werkure volgens 'n ooreenkoms tussen die raad en die vakvereniging vasgestel is op—

9.1.2.3.1 hoogstens 40 uur per werkweek;

9.1.2.3.2 hoogstens agt uur per werkdag;

9.1.2.4 'n werknemer wat 'n pos beklee wat uitsluitlik of hoofsaaklik met die lewering van reddingswerk-, brandbestryding- of ambulansdienste gemoeid is: Met dien verstande dat sodanige werknemer

9.1.2.4.1 hoogstens 24 uur per skof en hoogstens 112 uur gedurende enige tydperk van twee agtereenvolgende werkweke werk;

9.1.2.4.2 se skofte deur 'n tydperk van minstens die getal agtereenvolgende werkure van sy voorafgaande skof onderbreek word;

9.1.2.4.3 'n vry tydperk van minstens 24 agtereenvolgende ure per werkweek toegestaan word;

9.1.2.5 'n werknemer wat uitsluitlik of hoofsaaklik met die verryding van nagvuil gemoeid is: Met dien verstande dat sodanige werknemer—

9.1.2.5.1 hoogstens 42 uur per sewedagwerkweek werk wat van Sondag tot en met Saterdag strek;

9.1.2.5.2 hoogstens ses uur gedurende 'n tydperk van 24 agtereenvolgende ure werk;

9.1.2.5.3 hoogstens 46 uur, soos in klousule 9.1.2.5.1 beoog, en hoogstens sewe uur en 40 minute, soos in 9.1.2.5.2 beoog, gedurende 'n werkweek werk indien daar nie van sodanige werknemer vereis word om meer as ses sodanige tydperke gedurende die betrokke werkweek te werk nie.

9.1.3 Behoudens die bepalinge van klousules 9.1.1 en 9.1.2 en enige wysigings waarvoor die raad en die vakvereniging van tyd tot tyd ooreenkom, het 'n werknemer diens op die werkdae en gedurende die werkure wat op die datum van inwerkingtreding van hierdie Ooreenkoms op die raad van toepassing is.

9.1.4 Behoudens die bepalinge van klousule 9.1.5 is al die werkure van 'n werknemer op 'n werkdag agtereenvolgend.

9.1.5 'n Werknemer mag nie vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n pouse van minstens een uur werk nie, gedurende welke pouse sodanige werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse word nie geag deel van die werkure van die werknemer te wees nie: Met dien verstande dat—

9.1.5.1 die raad en die vakvereniging kan ooreenkom dat sodanige aaneenlopende tydperk hoogstens ses uur kan wees en dat sodanige pouse tot minstens 'n halfuur verkort of, behoudens die bepalinge van klousules 9.1.5.2 en 9.1.5.5, tot hoogstens 1½ uur verleng kan word;

9.1.5.2 waar 'n werknemer uitsluitlik of hoofsaaklik gemoeid is met die skoonmaak van persele of passasiersvoertuie of die versorging van diere, sodanige pouse hoogstens drie uur is;

9.1.5.3 If an employee is granted a second break during a working day as a result of overtime worked, such break may be shortened to a minimum of 15 minutes;

9.1.5.4 subject to the provisions of clause 9.1.5.5 and except in the case of a part-time employee, only one such break during a working day shall not be deemed to be part of the working hours of an employee;

9.1.5.5 the working hours of an employee concerned exclusively or mainly with the transport of passengers shall be interrupted by a maximum of two such breaks: Provided further that if the working hours of such employee are interrupted by two breaks, the working hours shall be spread over a maximum of 14 hours on a working day;

9.1.5.6 such break does not have to be granted to a continuous process worker, a security guard, a guard, and an employee performing emergency work or an employee concerned exclusively or mainly with the removal of refuse or night soil or with vacuum tank services during his working hours if a period of rest of 10 minutes is granted to him during such working hours to have a meal while on duty: Provided further that such period of rest shall be granted as close as possible to the middle of such working hours;

9.1.5.7 an employee who drives a vehicle and who does not work during such break except for being and remaining in charge of the vehicle and/or cargo shall be deemed not to be working;

9.1.5.8 any working hours interrupted by breaks for which no provision is made in this clause shall be deemed to be continuous.

9.1.6 The council shall grant a period of rest of 10 minutes to an employee during each period of work proceeding and following a break as mentioned in clause 9.1.5, as close as possible to the middle of such period of work, during which break the employee shall not be compelled or allowed to do any work and such break shall be deemed to be part of his working hours.

9.2 Attendance register

9.2.1 Should the council so require, the time of arrival and departure at his place of work shall be recorded in the form and manner determined by the council in respect of an employee in a class determined by the council.

9.3 Sundays and free periods of 24 hours

9.3.1 If an employee who qualifies, excluding an employee working a six-day interrupted working week, works on a Sunday, or if any employee works during his free period of 24 hours, he shall be compensated therefor in terms of the provisions of clause 9.3.2 or clause 9.3.3: Provided that such work shall be subject to the prior approval of the council.

9.3.2 Subject to the provisions of clause 9.3.1, an employee working on a Sunday or during his free period of 24 hours shall be compensated as follows:

9.3.2.1 If such employee so works for a period not exceeding four hours, an amount at least equal to the salary/wage payable in respect of the period usually worked by him on a working day.

9.3.2.2 If such employee so works for longer than four hours, an amount of double his hourly wage, calculated in terms of clause 7.5.4 in respect of the number of hours so worked, or an amount of double his daily wage, calculated in terms of clause 7.5.3, whichever is the larger.

9.1.5.3 indien aan 'n werknemer vanweë oortyd gewerk 'n tweede pouse gedurende 'n werkdag toegestaan word, sodanige pouse tot minstens 15 minute verkort kan word;

9.1.5.4 behoudens die bepalings van klousule 9.1.5.5 en behalwe in die geval van 'n deeltydse werknemer, slegs een sodanige pouse gedurende 'n werkdag nie geag word deel van die werkure van 'n werknemer te wees nie;

9.1.5.5 die werkure van 'n werknemer wat uitsluitlik of hoofsaaklik met die vervoer van passasiers gemoeid is, met hoogstens twee sodaige pouses onderbreek word: Met dien verstande voorts dat indien die werkure van sodanige werknemer met twee pouses onderbreek word, die werkure oor hoogstens 4 uur op 'n werkdag versprei word;

9.1.5.6 sodanige pouse nie aan 'n deurlopende-proseswerker, 'n sekuriteitswag, 'n wag en 'n werknemer wat noodwerk verrig of 'n werknemer wat uitsluitlik of hoofsaaklik met die verwydering van afval of nagvuil of met riool-suigtenkdienste gemoeid is, toegestaan hoef te word gedurende sy werkure nie indien 'n ruspouse van 10 minute gedurende sodanige werkure aan hom toegestaan word om 'n ete te nuttig terwyl hy op diens is: Met dien verstande voorts dat sodanige ruspouse so na moontlik aan die middel van sodanige werkure toegestaan word;

9.1.5.7 'n werknemer wat 'n voertuig bestuur en wat gedurende sodanige pouse nie werk nie, behalwe dat hy in beheer is en bly van die voertuig en/of vrag, geag word nie te werk nie;

9.1.5.8 enige werkure wat deur pouses onderbreek word waarvoor daar nie in hierdie klousule voorsiening gemaak word nie, geag word aaneenlopend te wees.

9.1.6 Die raad moet aan 'n werknemer 'n ruspouse van 10 minute gedurende elke werkdagperk voor en na 'n pouse soos in klousule 9.1.5 gemeld, toestaan so na moontlik aan die middel van sodanige werkdagperk, gedurende welke pouse die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van sy werkure te wees.

9.2 Bywoningsregister

9.2.1 Indien die raad dit vereis, moet ten opsigte van 'n werknemer in 'n klas deur die raad bepaal, die tyd van aankoms en vertrek by sy werkplek aangeteken word in die vorm en op die wyse deur die raad bepaal.

9.3 Sondae en vry tydperke van 24 uur

9.3.1 Indien 'n werknemer wat daarvoor kwalifiseer, uitgesonderd 'n werknemer wat 'n onderbroke sesdagwerk-week werk, op 'n Sondag werk, of indien 'n werknemer gedurende sy vry tydperk van 24 uur werk, word hy ooreenkomstig die bepalings van klousule 9.3.2 of klousule 9.3.3 daarvoor vergoed: Met dien verstande dat sodanige werk aan die vooraf verkreeë goedkeuring van die raad onderworpe is.

9.3.2 Behoudens die bepalings van klousule 9.3.1 word 'n werknemer wat op 'n Sondag of gedurende sy vry tydperk van 24 uur werk, soos volg vergoed:

9.3.2.1 Indien sodanige werknemer vir 'n tydperk van hoogstens vier uur aldus werk, 'n bedrag minstens gelykstaande met die salaris/loon betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n werkdag gewerk word.

9.3.2.2 Indien sodanige werknemer langer as vier uur aldus werk, 'n bedrag van dubbel sy uurloon, ooreenkomstig klousule 7.5.4 bereken ten opsigte van die aantal ure aldus gewerk, of 'n bedrag van dubbel sy dagloon, ooreenkomstig klousule 7.5.3 bereken, welke ook al die grootste is.

9.3.3 Subject to the provisions of clause 9.4.1 and notwithstanding the provisions of clause 9.4.2, the council may pay an employee an amount calculated at $1\frac{1}{2}$ times his hourly wage as determined in terms of clause 7.5.4 in respect of the number of hours worked on such Sunday or during such free period of 24 hours and may grant one day's special leave with full pay to such employee within one working week of such Sunday or free period of 24 hours.

9.3.4 A claim for compensation in respect of work performed in terms of clause 9.3.1 shall be submitted by an employee in a manner determined by the council.

9.4 Public holidays

9.4.1 If an employee, excluding an employee mentioned in clause 9.4.2, works on a public holiday, he shall be compensated therefor in terms of the provisions of clause 9.4.2 or clause 9.4.3: Provided that such work shall be subject to the prior consent of the council.

9.4.2 Subject to the provisions of clause 9.4.1, the council shall compensate an employee working on a public holiday, where such public holiday falls on the employee's normal working day in terms of either clause 9.4.2.1 or clause 9.4.2.2, by—

9.4.2.1 paying an additional amount calculated in terms of his hourly wage as determined in terms of clause 7.5.4 in respect of the number of hours so worked, or an amount equal to his daily wage determined in terms of clause 7.5.3, whichever is the larger, to such employee;

9.4.2.2 granting such employee an additional working day's annual leave in addition to his annual accrual and paying him an additional amount calculated at $\frac{1}{2}$ times his hourly wage determined in terms of clause 7.5.4 in respect of the number of hours worked by him on such public holiday.

9.4.3 Subject to the provisions of clause 9.4.1, the council shall compensate an employee working on a public holiday, where such public holiday falls on a day which is not normally a working day for the employee, in terms of the provisions of clause 9.3 as it is applicable *mutatis mutandis* to him.

9.4.4 A claim for compensation in respect of work performed in terms of clauses 9.4.2 and 9.4.3 shall be submitted by an employee in a manner determined by the council.

9.5 Overtime

9.5.1 The council may require any employee to work overtime.

9.5.2 If an employee, excluding an employee belonging to a class determined by the council, works overtime, the council shall compensate such employee at $1\frac{1}{2}$ times his hourly wage determined in terms of clause 7.5.4 in respect of the number of hours so worked: Provided that, if such overtime comprises emergency work and the normal working hours per working week of such employee exceed 45 hours, then, for the purposes of determining the hourly wage in terms of clause 7.5.4, the working hours per working week of the employee shall be deemed to be 45 hours: Provided further that such work shall be subject to the prior approval of the council.

9.5.3 If an employee belonging to a class determined by the council works overtime and is not compensated therefor in terms of the provisions of clause 9.5.2, such employee shall be granted special leave on full pay calculated at $1\frac{1}{2}$ times the number of hours so worked by the employee: Provided that such work shall be subject to the prior approval of the council.

9.3.3 Behoudens die bepalinge van klousule 9.4.1 en ondanks die bepalinge van klousule 9.4.2 kan die raad aan 'n werknemer 'n bedrag betaal, bereken teen $1\frac{1}{2}$ maal sy uurloon ooreenkomstig klousule 7.5.4 bepaal, ten opsigte van die aantal ure op sodanige Sondag of gedurende sodanige vry tydperk van 24 uur gewerk en binne een werkweek na sodanige Sondag of vry tydperk van 24 uur een dag spesiale verlof met volle betaling aan sodanige werknemer toestaan.

9.3.4 'n Eis om vergoeding ten opsigte van werk kragtens klousule 9.3.1 verrig, moet deur 'n werknemer ingedien word op 'n wyse deur die raad bepaal.

9.4 Openbare feesdae

9.4.1 Indien 'n werknemer, uitgesonderd 'n werknemer bedoel in klousule 9.4.2, op 'n openbare feesdag werk, word hy ooreenkomstig die bepalinge van klousule 9.4.2 of klousule 9.4.3 daarvoor vergoed: Met dien verstande dat sodanige werk aan die vooraf verkreeë toestemming van die raad onderworpe is.

9.4.2 Behoudens die bepalinge van klousule 9.4.1 moet die raad 'n werknemer wat op 'n openbare feesdag werk, waar sodanige openbare feesdag op 'n normale werkdag van die werknemer val, ooreenkomstig of, klousule 9.4.2.1 of klousule 9.4.2.2 daarvoor vergoed, deur—

9.4.2.1 aan sodanige werknemer 'n bykomende bedrag, bereken teen sy uurloon ooreenkomstig klousule 7.5.4 bepaal, te betaal ten opsigte van die aantal ure aldus gewerk, of 'n bedrag gelykstaande met sy dagloon ooreenkomstig klousule 7.5.3 bepaal, welke ook al die grootste is;

9.4.2.2 aan sodanige werknemer 'n bykomende werkdag vakansieverlof benewens sy jaarlikse aanwas toe te staan en aan hom 'n bykomende bedrag, bereken teen $\frac{1}{2}$ maal sy uurloon ooreenkomstig klousule 7.5.4 bepaal, te betaal ten opsigte van die aantal ure deur hom op sodanige openbare feesdag gewerk.

9.4.3 Behoudens die bepalinge van klousule 9.4.1 moet die raad 'n werknemer wat op 'n openbare feesdag werk, waar sodanige openbare feesdag op 'n dag val wat nie normaalweg 'n werkdag vir die werknemer is nie, ooreenkomstig die bepalinge van klousule 9.3, soos dit *mutatis mutandis* op hom van toepassing is, daarvoor vergoed.

9.4.4 'n Eis om vergoeding ten opsigte van werk kragtens klousules 9.4.2 en 9.4.3 verrig, moet deur 'n werknemer ingedien word op 'n wyse deur die raad bepaal.

9.5 Oortyd

9.5.1 Die raad kan van enige werknemer vereis om oortyd te werk.

9.5.2 Indien 'n werknemer, uitgesonderd 'n werknemer wat behoort tot 'n klas deur die raad bepaal, oortyd werk, moet die raad sodanige werknemer teen $1\frac{1}{2}$ maal sy uurloon ooreenkomstig klousule 7.5.4 bepaal, vergoed ten opsigte van die aantal ure aldus gewerk: Met dien verstande dat indien sodanige oortyd noodwerk behels en die normale werkure per werkweek van sodanige werknemer 45 uur oorskry, word, vir die doeleindes van die berekening van die uurloon ooreenkomstig klousule 7.5.4, die werkure per werkweek van die werknemer geag 45 uur te wees: Met dien verstande voorts dat sodanige werk aan die vooraf verkreeë goedkeuring van die raad onderworpe is.

9.5.3 Indien 'n werknemer wat behoort tot 'n klas deur die raad bepaal, oortyd werk en nie ooreenkomstig die bepalinge van klousule 9.5.2 daarvoor vergoed word nie, word aan sodanige werknemer spesiale verlof met volle betaling, bereken teen $1\frac{1}{2}$ maal die aantal ure wat die werknemer aldus gewerk het toegestaan: Met dien verstande dat sodanige werk aan die vooraf verkreeë goedkeuring van die raad onderworpe is.

9.5.4 The council shall not require or permit an employee, excluding a guard, a security guard and an employee attending meetings or performing emergency work, to work overtime for a period exceeding—

9.5.4.1 10 hours during any working week;

9.5.4.2 three hours on any working day.

9.5.5 The council shall not require or permit a guard or security guard to work overtime for a period exceeding 12 hours during any working week.

9.5.6 A claim for compensation for overtime worked shall be submitted by an employee in a manner determined by the council.

9.6 Stand-by service

When an employee, by resolution of the council, makes himself available on stand-by for active overtime duty outside normal working hours, he shall be entitled to a stand-by allowance as determined by the Industrial Council from time to time: Provided that the allowance shall not be incorporated or written off against any remuneration for overtime worked.

10. DISCIPLINARY PROCEDURE

10.1 Misconduct

10.1.1 An employee shall be guilty of misconduct if he—

10.1.1.1 wilfully contravenes or fails to comply with any provisions of this Agreement; or

10.1.1.2 wilfully does, allows or causes to be done anything detrimental to the council, its discipline or its efficiency; or

10.1.1.3 disobeys or disregards or wilfully defaults in carrying out a lawful order given to him by a person having the authority to do so, or by word or conduct displays insubordination; or

10.1.1.4 is negligent or indolent in the discharge of his duties; or

10.1.1.5 conducts himself in a disgraceful, improper, unbecoming or dishonest manner, or conducts himself in such manner that the position of trust between employer and employee is impaired; or

10.1.1.6 partakes of intoxicating liquor or drugs to such an extent that he is unable to perform his duties properly; or

10.1.1.7 discloses or uses otherwise than in the discharge of his duties, information acquired in the course thereof without the prior consent of the council; or

10.1.1.8 commits corruption or accepts a bribe; or

10.1.1.9 misappropriates or wilfully or negligently endangers or damages the council's property or uses it or causes it to be used in an improper or unauthorised manner; or

10.1.1.10 absents himself from his office or duty without leave or valid cause; or

10.1.1.11 wilfully and deliberately makes an inaccurate or false statement in order to benefit himself in his office or to cause injury or prejudice to the council's service or any person in the council's service; or

10.1.1.12 engages in remunerative work outside the council's service, or commits himself thereto without first requesting and receiving the council's permission or contravenes any conditions upon which such permission is granted by the council; or

10.1.1.13 assaults any employee of the council, or threatens or tries to assault him; or

9.5.4 Die raad mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n wag, 'n sekuriteitswag en 'n werknemer wat vergaderings bywoon of noodwerk verrig, vir 'n langer tydperk oortyd werk nie as—

9.5.4.1 10 uur gedurende enige werkweek;

9.5.4.2 drie uur op enige werkdag.

9.5.5 Die raad mag nie vereis of toelaat dat 'n wag of sekuriteitswag vir 'n langer tydperk as 12 uur gedurende enige werkweek oortyd werk nie.

9.5.6 'n Eis om vergoeding vir oortyd gewerk, moet deur 'n werknemer ingedien word op 'n wyse deur die raad bepaal.

9.6 Gereedheidsdiens

Wanneer 'n werknemer, by besluit van die raad, hom op 'n gereedheidsgrondslag beskikbaar stel vir aktiewe oortyd-diens buite normale werkeure, is hy geregtig op 'n gereedheidsdienstoelae soos van tyd tot tyd deur die Nywerheidsraad bepaal: Met dien verstande dat die toelae nie geïnkorporeer mag word in of afgeskryf mag word teen enige vergoeding vir oortyd nie.

10. DISSCIPLINÊRE PROSEDURE

10.1 Wangedrag

10.1.1 'n Werknemer is aan wangedrag skuldig as hy—

10.1.1.1 opsetlik 'n bepaling van hierdie Ooreenkoms oortree of versuim om daaraan te voldoen; of

10.1.1.2 opsetlik iets doen wat nadelig is vir die raad, sy dissipline of sy doeltreffendheid, of dit laat doen of toelaat dat dit gedoen word; of

10.1.1.3 'n wettige opdrag wat aan hom gegee word deur iemand wat die bevoegdheid het om dit te gee, nie gehoorsaam nie, dit verontagsaam of opsetlik versuim om dit uit te voer, of hom deur woord of daad aan insubordinasie skuldig maak; of

10.1.1.4 nalatig of traag is in die uitvoering van sy pligte; of

10.1.1.5 hom op 'n skandelijke, onbehoorlike, onbetaamlike of oneerlike wyse gedra, of hom op so 'n wyse gedra dat die vertrouensverhouding tussen werkgewer en werknemer benadeel word; of

10.1.1.6 bedwelkende drank of dwelmmiddels dermate gebruik dat hy nie in staat is om sy pligte behoorlik uit te voer nie; of

10.1.1.7 behalwe by die uitvoering van sy pligte, inligting wat in die loop van sy diens verkry is, sonder die vooraf verkreeë toestemming van die raad bekend maak of gebruik; of

10.1.1.8 korrupsie pleeg of om kooppeld aanneem; of

10.1.1.9 hom die raad se eiendom wederregtelik toeeien of dit opsetlik of op nalatige wyse in gevaar stel of beskadig of op onbehoorlike of ongeoorloofde wyse gebruik of laat gebruik; of

10.1.1.10 sonder verlof of geldige rede van sy kantoor of diens wegbly; of

10.1.1.11 willens en wetens 'n onjuiste of valse verklaring doen om homself in sy amp te bevoordeel of om die raad se diens of iemand in die raad se diens te benadeel of daaraan of aan so iemand afbreuk te doen; of

10.1.1.12 werk teen vergoeding buite die raad se diens verrig of hom daartoe verbind sonder om eers die toestemming van die raad te vra en te verkry, of enige voorwaardes waarop sodanige toestemming deur die raad verleen is, oortree; of

10.1.1.13 enige werknemer van die raad aanrand, of dreig of poog om hom aan te rand; of

10.1.1.14 commits a criminal offence and is sentenced to imprisonment, unless the entire period of imprisonment is suspended, without the option of a fine.

10.2 Disciplinary procedure

10.2.1 A supervisor may reprimand and/or warn a subordinate employee in writing to improve his work performance, general conduct or behaviour.

10.2.2 When an accusation of misconduct is brought against an employee by any person, the following procedure shall be followed by the council and the employee concerned so as to protect the interests of the council and of the employee: Provided that where the employee being accused is a head of department, the actions to be performed by the head of department or town clerk or their authorised representative in terms of this clause, shall be performed by the town clerk and the chairman of the council or their respective authorised representatives:

10.2.2.1 Any accusation against an employee shall be brought in writing before the head of department concerned or his authorised representative by the person making the accusation.

10.2.2.2 Any accusation against an employee brought before the head of department or his authorised representative shall be investigated by the head of department or his authorised representative and such head of department or his authorised representative shall, within 10 working days of the date on which the accusation is made or, where the employee is accused of a criminal offence, the date on which the outcome of such investigation or trial becomes known, or such earlier date on which the head of department considers that he has sufficient information, decide whether the accusation warrants a disciplinary hearing or not, and shall inform the person making the accusation accordingly in writing.

10.2.2.3 Should the person bringing the accusation against an employee not be satisfied with the finding of the head of department or his authorised representative as set out in clause 10.2.2.2, such person may, within five working days of the date on which he was informed of the decision of the head of department or his authorised representative, bring the accusation before the town clerk in writing.

10.2.2.4 Any accusation brought before the town clerk against an employee in terms of clause 10.2.2.3 shall be investigated by the town clerk or his authorised representative, and the town clerk or his authorised representative shall within five working days from the date on which the accusation was brought before the town clerk, decide whether the accusation warrants a disciplinary hearing and inform the head of department concerned and the person making the accusation accordingly in writing.

10.2.2.5 Should the town clerk or his authorised representative decide, in terms of clause 10.2.2.4, that an accusation does not warrant a disciplinary hearing, the case against the accused employee shall be deemed closed.

10.2.2.6 Should the town clerk or his authorised representative in terms of clause 10.2.2.4, or the head of department or his authorised representative in terms of clause 10.2.2.2, as the case may be, decide that the accusation against an employee warrants a disciplinary hearing, the head of department concerned or his authorised representative shall bring a charge of misconduct against such employee in terms of clause 10.2.2.7 or clause 10.2.2.9: Provided that, should the town clerk or his authorised representative instruct that the relevant charge be brought in terms of clause 10.2.2.9, the head of department concerned or his authorised representative shall act accordingly.

10.1.1.14 'n kriminele misdryf pleeg en gevonnissen word tot gevangenisstraf, tensy die gevangenisstraf in sy geheel opgeskort word, sonder die keuse van 'n boete.

10.2 Dissiplinêre prosedure

10.2.1 'n Toesighouer kan 'n ondergeskikte werknemer skriftelik tereg wys en/of waarsku om sy werkverrigting, algemene gedrag of optrede te verbeter.

10.2.2 Wanneer enige persoon 'n beskuldiging van wangedrag teen 'n werknemer maak, moet die volgende prosedure deur die raad en die betrokke werknemer gevolg word ten einde die raad en die werknemer se belange te beskerm: Met dien verstande dat waar die beskuldigde werknemer 'n departementshoof is, die handelinge wat ooreenkomstig hierdie klousule deur die departementshoof of stadsklerk of hul gevolmagtigde verteenwoordiger uitgevoer moet word, deur die stadsklerk en die voorsitter van die raad of hul onderskeie gevolmagtigde verteenwoordigers uitgevoer moet word:

10.2.2.1 Enige beskuldiging teen 'n werknemer moet skriftelik by die betrokke departementshoof of sy gevolmagtigde verteenwoordiger aangehangig gemaak word deur die persoon wat die beskuldiging maak.

10.2.2.2 Enige beskuldiging wat teen 'n werknemer by die departementshoof of sy gevolmagtigde verteenwoordiger aangehangig gemaak word, moet deur die departementshoof of sy gevolmagtigde verteenwoordiger ondersoek word en sodanige departementshoof of sy gevolmagtigde verteenwoordiger moet, binne 10 werkdade na die datum waarop die beskuldiging aangehangig gemaak is of, waar die werknemer van 'n strafregtelike misdryf beskuldig word, die datum waarop die uitslag van die betrokke ondersoek of verhoor bekend word of sodanige vroeër datum as waarop die departementshoof van mening is dat hy oor voldoende inligting beskik, besluit of die beskuldiging 'n dissiplinêre verhoor regverdig al dan nie en die persoon wat die beskuldiging aangehangig gemaak het, skriftelik dienoreenkomstig in kennis stel.

10.2.2.3 Indien die persoon wat die beskuldiging teen 'n werknemer aangehangig gemaak het, nie tevrede is nie met die bevinding van die departementshoof of sy gevolmagtigde verteenwoordiger soos in klousule 10.2.2.2 gemeld, kan sodanige persoon binne vyf werkdade na die datum waarop hy van die bevinding van die departementshoof of sy gevolmagtigde verteenwoordiger in kennis gestel is, die beskuldiging skriftelik by die stadsklerk aangehangig maak.

10.2.2.4 Enige beskuldiging wat kragtens klousule 10.2.2.3 teen 'n werknemer by die stadsklerk aangehangig gemaak word, moet deur die stadsklerk of sy gevolmagtigde verteenwoordiger ondersoek word, en die stadsklerk of sy gevolmagtigde verteenwoordiger moet binne vyf werkdade vanaf die datum waarop die beskuldiging by die stadsklerk aangehangig gemaak is, besluit of die beskuldiging 'n dissiplinêre verhoor regverdig en die betrokke departementshoof en die persoon wat die beskuldiging aangehangig gemaak het, skriftelik dienoreenkomstig in kennis stel.

10.2.2.5 Indien die stadsklerk of sy gevolmagtigde verteenwoordiger kragtens klousule 10.2.2.4 besluit dat 'n beskuldiging nie 'n dissiplinêre verhoor regverdig nie, word die saak teen die beskuldigde werknemer as afgehandel beskou.

10.2.2.6 Indien die stadsklerk of sy gevolmagtigde verteenwoordiger kragtens klousule 10.2.2.4, of die departementshoof of sy gevolmagtigde verteenwoordiger kragtens klousule 10.2.2.2, na gelang van die geval, besluit dat die beskuldiging teen 'n werknemer 'n dissiplinêre verhoor regverdig, moet die betrokke departementshoof of sy gevolmagtigde verteenwoordiger 'n aanklag van wangedrag ingevolge klousule 10.2.2.7 of klousule 10.2.2.9 teen sodanige werknemer inbring: Met dien verstande dat indien die stadsklerk of sy gevolmagtigde verteenwoordiger gelas dat die betrokke aanklag ingevolge klousule 10.2.2.9 ingebring moet word, die betrokke departementshoof of sy gevolmagtigde verteenwoordiger dienoreenkomstig moet optree.

10.2.2.7 Where the head of department or his authorised representative is of the opinion that the charge is of less serious nature, he may institute a charge of misconduct against such employee according to the following procedure:

10.2.2.7.1 The head of department or his authorised representative may appoint an employee as his department, or nominate a person, who is thereafter ordered in writing to do so by the head of department (hereafter referred to as "the prosecutor"), to charge an employee in the department concerned with misconduct under his signature.

10.2.2.7.2 The prosecutor shall serve or have served upon the employee charged the charge referred to in clause 10.2.2.7.1 within 10 working days from the date on which the town clerk or his authorised representative, in terms of clause 10.2.2.4, or the head of department or his authorised representative, in terms of clause 10.2.2.2, as the case may be, decides that the accusation warrants a disciplinary hearing.

10.2.2.7.3 The charge shall contain the date, time and place of the disciplinary hearing, which date shall be within 10 working days of the date of the charge, as well as a description of the alleged misconduct.

10.2.2.7.4 Should the employee admit to the charge before or during the disciplinary hearing, the employee shall be deemed to be guilty of the charge.

10.2.2.7.5 If the employee admits to the charge or if the head of department or his representative, after having complied with the provisions of clause 10.2.2.9.5 which are applicable *mutatis mutandis*, is convinced that the employee is guilty of the misconduct with which he has been charged, he may—

10.2.2.7.5.1 reprimand the employee; or

10.2.2.7.5.2 fine the employee an amount not exceeding R100, which fine may be recovered by deduction from such employee's pay, by mutual consent, in instalments determined by the head of department, and such amount shall be paid over to the Industrial Council.

10.2.2.7.6 Should the employee charged be found guilty of misconduct by the head of department or his authorised representative and be reprimanded or fined in terms of clause 10.2.2.7.5, such head of department or his authorised representative shall—

10.2.2.7.6.1 within five working days from the date of such conviction advise the employee concerned accordingly in writing;

10.2.2.7.6.2 as soon as possible after the date of expiry of the relevant employee's period of appeal mentioned in clause 10.2.2.8 and if the employee has not lodged an appeal, notify the council accordingly, and such notice shall be placed by the council on the relevant employee's personal file. Such notice shall be regarded as a written warning which shall be valid for a period of six months.

10.2.2.8 An employee against whom action has been taken in terms of clause 10.2.2.7.5 may, within 10 working days of the date of notification mentioned in clause 10.2.2.7.6.1, appeal against the finding or the disciplinary measures or against both the finding and the disciplinary measures by notifying the town clerk or his authorised representative to that effect in writing. The town clerk or his authorised representative shall supply the relevant head of department and the appeal committee as mentioned in clause 10.2.2.9.15.1 with a copy of such notice of appeal within five working days of the date of receipt thereof.

10.2.2.7 Waar die departementshoof of sy gevolmagtigde verteenwoordiger van mening is dat die aanklag van 'n minder ernstige aard is, kan hy 'n aanklag van wangedrag ooreenkomstig die volgende prosedure teen sodanige werknemer inbring:

10.2.2.7.1 Die departementshoof of sy gevolmagtigde verteenwoordiger kan 'n werknemer in sy departement aanwys, of 'n persoon benoem, wat daarna skriftelik deur die departementshoof gelas word (hierna "die aanklaer" genoem), om 'n werknemer in die betrokke departement onder sy hantekening van wangedrag aan te kla.

10.2.2.7.2 Die aanklag bedoel in kousule 10.2.2.7.1 moet binne 10 werkdade vanaf die datum waarop die stadsklerk of sy gevolmagtigde verteenwoordiger kragtens kousule 10.2.2.4, of die departementshoof of sy gevolmagtigde verteenwoordiger kragtens kousule 10.2.2.2, na gelang van die geval, besluit het dat die beskuldiging 'n dissiplinêre verhoor regverdig, deur die aanklaer aan die aangeklaagde werknemer bestel of laat bestel word.

10.2.2.7.3 Die aanklag moet die datum, tyd en plek van die dissiplinêre verhoor meld, welke datum binne 10 werkdade na die datum van die aanklag moet wees, en moet 'n uiteensetting van die beweerde wangedrag bevat.

10.2.2.7.4 Indien die werknemer voor of tydens die dissiplinêre verhoor die aanklag erken, word die werknemer geag aan die aanklag skuldig te wees.

10.2.2.7.5 Indien die werknemer die aanklag erken of indien die departementshoof of sy gevolmagtigde verteenwoordiger, nadat hy die bepalings van kousule 10.2.2.9.5 nagekom het, wat *mutatis mutandis* van toepassing is, daarvan oortuig is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla word, kan hy die werknemer—

10.2.2.7.5.1 berispe; of

10.2.2.7.5.2 met 'n bedrag van hoogstens R100 beboet, welke boete verhaal kan word deur aftrekking van sodanige werknemer se betaling, met wedersydse instemming, in die paaiemente wat die departementshoof bepaal, en sodanige bedrag moet aan die Nywerheidsraad oorbetal word.

10.2.2.7.6 Indien die aangeklaagde werknemer deur die departementshoof of sy gevolmagtigde verteenwoordiger skuldig bevind word aan wangedrag en kragtens kousule 10.2.2.7.5 berispe of beboet word, moet sodanige departementshoof of sy gevolmagtigde verteenwoordiger—

10.2.2.7.6.1 binne vyf werkdade vanaf die datum van sodanige skuldigbevinding die betrokke werknemer skriftelik dienoreenkomstig in kennis stel;

10.2.2.7.6.2 so gou doenlik na die datum waarop die betrokke werknemer se appèltydperk in kousule 10.2.2.8 gemeld, verstryk het en die werknemer nie appèl aangeteken het nie, die raad dienoreenkomstig in kennis stel en moet sodanige kennisgewing deur die raad op die betrokke werknemer se persoonlike lêer geplaas word. Sodanige kennisgewing word geag 'n skriftelike waarskuwing te wees wat vir 'n tydperk van ses maande geldig is.

10.2.2.8 'n Werknemer teen wie daar ooreenkomstig kousule 10.2.2.7.5 opgetree is, kan binne 10 werkdade na die datum van kennisgewing in kousule 10.2.2.7.6.1 bedoel, teen die bevinding of die tugmaatreëls of teen sowel die bevinding as die tugmaatreëls appèl aanteken deur aan die stadsklerk of sy gevolmagtigde verteenwoordiger skriftelik kennis te dien effekte te gee. Die stadsklerk of sy gevolmagtigde verteenwoordiger moet 'n afskrif van sodanige kennisgewing van appèl binne vyf werkdade na die datum van ontvangs daarvan aan die betrokke departementshoof en die appèlkomitee in kousule 10.2.2.9.15.1 bedoel, verstrek.

10.2.2.9 Where the head of department or his authorised representative is of the opinion that the charge is of a serious nature, he may institute a charge of misconduct against such employee according to the following procedure:

10.2.2.9.1 The head of department or his authorised representative shall refer the accusation of misconduct in writing to a disciplinary committee, appointed by the council, within five working days of the date of his decision as contemplated in clause 10.2.2.6, or of the date of receipt of a notice or directive from the town clerk or his authorised representative as contemplated in clause 10.2.2.4 or clause 10.2.2.6: Provided that where no standing disciplinary committee has been appointed, the abovementioned period of five days shall be calculated as from the first day following the date of the first following council meeting.

10.2.2.9.2 Any written reference to a disciplinary committee as contemplated in clause 10.2.2.9.1, shall be, addressed by the town clerk or his authorised representative.

10.2.2.9.3 The town clerk or his authorised representative, as the case may be, shall refer the accusation of misconduct, as contained in the written reference mentioned in clause 10.2.2.9.2, within five working days of the date of receipt thereof, to a person (hereinafter referred to as "the prosecutor") appointed by the town clerk or his authorised representative and shall instruct him to charge the accused employee.

10.2.2.9.4 The prosecutor shall within 10 working days of the date of the directive mentioned in clause 10.2.2.9.3 draw up a charge setting out the alleged misconduct and shall supply the employee charged and his trade union or representative, as the case may be, with a copy of such charge, together with a written notice affirming the date, time and place of the disciplinary hearing, which shall take place a minimum of six and a maximum of 21 working days from the date of such notice: Provided that such period of notice may be shorter if the employee concerned agrees thereto.

10.2.2.9.5 At the disciplinary hearing—

10.2.2.9.5.1 no person making the accusation or investigating it or who is acting as prosecutor in connection with the alleged misconduct or giving evidence or connected with the same charge during a previous disciplinary hearing shall be a member of the disciplinary committee or the appeals committee, as the case may be;

10.2.2.9.5.2 evidence of the alleged misconduct may be adduced and arguments in support thereof may be advanced by the prosecutor and he shall have the right to cross-examine the employee charged, should he give evidence, or any person called as witness by or on behalf of the employee charged and to peruse all documents submitted as evidence by or on behalf of the employee charged;

10.2.2.9.5.3 the employee charged shall have the right to be present and to be heard, either in person and/or through an official of his trade union or a representative of his choice, and he or such trade union official or representative shall have the right to cross-examine any person called as a witness in support of

10.2.2.9 Waar 'n departementshoof of sy gevolmagtigde verteenwoordiger van mening is dat die aanklag van 'n ernstige aard is, kan hy 'n aanklag van wangedrag ooreenkomstig die volgende prosedure teen sodanige werknemer inbring:

10.2.2.9.1 Die departementshoof of sy gevolmagtigde verteenwoordiger moet die beskuldiging van wangedrag binne vyf werkdade na die datum van sy besluit soos in klousule 10.2.2.6 beoog, of na die datum van ontvangs van 'n kennisgewing of lasgewing van die stadsklerk of sy gevolmagtigde verteenwoordiger soos in klousule 10.2.2.4 of klousule 10.2.2.6 beoog, skriftelik na 'n tugkomitee wat deur die raad aangestel is, verwys: Met dien verstande dat waar daar nie 'n vaste tugkomitee aangestel is nie, bogenoemde tydperk van vyf dae bereken moet word vanaf die eerste dag wat volg op die datum van die eersvolgende raadsvergadering.

10.2.2.9.2 Enige skriftelike verwysing na 'n tugkomitee soos in klousule 10.2.2.9.1 beoog, word deur die stadsklerk of sy gevolmagtigde verteenwoordiger gerig.

10.2.2.9.3 Die stadsklerk of sy gevolmagtigde verteenwoordiger, na gelang van die geval, moet die beskuldiging van wangedrag soos vervat in die skriftelike verwysing in klousule 10.2.2.9.2 bedoel, binne vyf werkdade na die datum van ontvangs daarvan na 'n persoon wat deur die stadsklerk of sy gevolmagtigde verteenwoordiger aangewys word (hierna "die aanklaer" genoem), verwys en hom gelas om die beskuldigde werknemer aan te kla.

10.2.2.9.4 Die aanklaer moet binne 10 werkdade na die datum van die lasgewing in klousule 10.2.2.9.3 bedoel, 'n aanklag opstel wat 'n uiteensetting van die beweerde wangedrag bevat, en die aangeklaagde werknemer en sy vakvereniging of verteenwoordiger, na gelang van die geval, voorsien van 'n afskrif van sodanige aanklag, tesame met 'n skriftelike kennisgewing van die datum, tyd en plek van die dissiplinêre verhoor, wat minstens ses en hoogstens 21 werkdade vanaf die datum van sodanige kennisgewing moet plaasvind: Met dien verstande dat sodanige kennisgewingstydperk korter kan wees indien die betrokke werknemer daartoe instem.

10.2.2.9.5 By die dissiplinêre verhoor—

10.2.2.9.5.1 mag geen persoon wat die beskuldiging aanhangig gemaak het of wat die beskuldiging ondersoek het of wat as aanklaer in verband met die beweerde wangedrag optree of wat getuieis lewer of wat by 'n vorige dissiplinêre verhoor in verband met dieselfde aanklag betrokke was, 'n lid van die tugkomitee of appèlkomitee, na gelang van die geval, wees nie;

10.2.2.9.5.2 kan die aanklaer getuieis van die beweerde wangedrag aanbied en argumente ter stawing daarvan aanvoer en het hy die reg om die aangeklaagde werknemer, indien hy getuieis aflê, of enige persoon wat deur of namens die aangeklaagde werknemer as getuie opgeroep is, in kruisondervraging te neem en alle dokumente wat deur of namens die aangeklaagde werknemer as getuieis voorgelê is, deur te lees;

10.2.2.9.5.3 het die aangeklaagde werknemer die reg om teenwoordig te wees en om aangehoor te word, hetsy persoonlik en/of deur 'n beampte van sy vakvereniging of deur 'n verteenwoordiger van sy keuse, en het hy of sodanige vakverenigingsbeampte of verteenwoordiger die reg om enige persoon wat as getuie ter stawing van die aanklag opgeroep is, in kruisondervraging te neem, alle dokumente wat as

the charge, to peruse all documents provided or submitted as evidence and to call persons as witnesses, and the accused employee shall have the right to give evidence himself: Provided that any costs involved in such representation of an accused employee shall under all circumstances be for the account of such employee, regardless of the finding of the disciplinary hearing;

10.2.2.9.5.4 the municipal employers' organisation shall be entitled to be present should the council so request; likewise the trade union if so requested by the local branch of the trade union or by the employee charged;

10.2.2.9.5.5 the disciplinary committee shall have the right to cross-examine any witness called in support of the charge or for the defence and to peruse all documents provided or submitted as evidence;

10.2.2.9.5.6 the disciplinary committee shall keep a record of the proceedings at the hearing and of all the evidence given.

10.2.2.9.6 Failure by the employee charged to attend the hearing, either in person or through a representative, shall in no way invalidate the proceedings.

10.2.2.9.7 The acquittal or conviction of an employee on a criminal charge by a court of law shall not prevent steps being instituted against him on a charge of misconduct in terms of this clause, notwithstanding the fact that the facts set out in the charge of misconduct, should they be proven, would constitute the offence set out in the criminal charge on which he has been so acquitted or convicted or any other offence of which he might have been found guilty at his trial for the said criminal charge.

10.2.2.9.8 If the misconduct with which the employee is charged is tantamount to an offence of which he has been found guilty by a court of law, a certified copy of the record of his hearing and conviction by that court, after the said employee has been identified as the person referred to in such record, shall be sufficient proof that he is guilty of the said misconduct, unless the conviction has been set aside by a higher court or an appeal against such conviction to a higher court is pending.

10.2.2.9.9 Should the disciplinary committee, after hearing the witnesses, pleas and arguments in support of the charge and in defence of the employee, consider the employee to be guilty of the misconduct with which he is charged, the disciplinary committee may impose one or more of the following disciplinary measures:

10.2.2.9.9.1 Reprimand the employee;

10.2.2.9.9.2 impose a fine not exceeding R300 upon the employee, which fine may be recovered by deductions from his pay, by mutual consent, in instalments determined by the committee and which amount shall be paid over to the Industrial Council;

10.2.2.9.9.3 recommend to the council that—

10.2.2.9.9.3.1 the employee be transferred to another post in the council's service; or

10.2.2.9.9.3.2 the employee be demoted to another post in the council's service; or

10.2.2.9.9.3.3 the employee's salary increment be withheld for a specified period not exceeding 12 months; or

getuënis aangebied of voorgelê is, deur te lees en persone as getuëis op te roep, en het die aangeklaagde werknemer die reg om self getuënis af te lê: Met dien verstande dat enige koste verbonde aan sodanige verteenwoordiging van 'n aangeklaagde werknemer in alle omstandighede deur sodanige werknemer self gedra moet word, ongeag die bevinding van die dissiplinêre ondersoek;

10.2.2.9.5.4 het die munisipale werkgewersorganisasie, indien die raad aldus versoek, die reg om teenwoordig te wees; insgelyks die vakvereniging, indien aldus versoek deur die plaaslike tak van die vakvereniging of deur die aangeklaagde werknemer;

10.2.2.9.5.5 het die tugkomitee die reg om enige getuë wat ter stawing van die aanklag of vir die verweer opgeroep is, in kruisondervraging te neem en alle dokumente wat as getuënis aangebied of voorgelê is, deur te lees;

10.2.2.9.5.6 moet die tugkomitee notule hou van die verrigtinge by die verhoor en van al die getuënis wat aldaar afgelê is.

10.2.2.9.6 Versuim van die aangeklaagde werknemer om persoonlik of deur 'n verteenwoordiger by die verhoor teenwoordig te wees, maak geensins die verrigtinge ongeldig nie.

10.2.2.9.7 Die vryspreking of skuldigbevinding van 'n werknemer deur 'n geregshof op 'n aanklag van 'n kriminele misdryf, belet nie dat stappe ingevolge hierdie klousule op 'n aanklag van wangedrag teen hom ingestel word nie, ondanks die feit dat die feite wat in die aanklag van wangedrag uiteengesit is, as dit bewys sou word, die misdryf sou uitmaak wat uiteengesit is in die kriminele aanklag waarop hy aldus vrygespreek of skuldig bevind is of 'n ander misdryf waaraan hy by sy verhoor op bedoelde kriminele aanklag skuldig bevind kon geword het.

10.2.2.9.8 As die wangedrag waarvan die werknemer aangekla word, neerkom op 'n misdryf waaraan hy deur 'n geregshof skuldig bevind is, is 'n gesertifiseerde afskrif van die oorkonde van sy verhoor en skuldigbevinding deur daardie hof, nadat die werknemer geïdentifiseer is as die persoon wat in die oorkonde genoem word, afdoende bewys dat hy aan sodanige wangedrag skuldig is, tensy die skuldigbevinding deur 'n hoër hof ter syde gestel is of 'n appêl teen sodanige skuldigbevinding hangende is voor 'n hoër hof.

10.2.2.9.9 Indien die tugkomitee, nadat hy die getuëis, pleidooie en argumente ter stawing van die aanklag en ter verdediging van die werknemer aangehoor het, van mening is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla is, kan die tugkomitee een of meer van die volgende tugmaatreëls opleë:

10.2.2.9.9.1 Die werknemer berispe;

10.2.2.9.9.2 die werknemer 'n boete van hoogstens R300 opleë, welke boete verhaal kan word deur die aftrekking van dié bedrag van sy betaling, met wedersydse instemming, in die paaiemente wat die komitee bepaal, welke bedrag aan die Nywerheidsraad oorbetal moet word;

10.2.2.9.9.3 by die raad aanbeveel dat—

10.2.2.9.9.3.1 die werknemer oorgeplaas word na 'n ander pos in die raad se diens; of

10.2.2.9.9.3.2 die werknemer gedegradeer word tot 'n ander pos in die raad se diens; of

10.2.2.9.9.3.3 die werknemer se salariskerfverhoging vir 'n bepaalde tydperk, wat nie 12 maande oorskry nie, teruggehou word; of

10.2.2.9.9.3.4 the employee be dismissed; or

10.2.2.9.9.3.5 the employee's sentence be suspended, as contained in clauses 10.2.2.9.9.3.1 to 10.2.2.9.9.3.4, on conditions determined by the disciplinary committee, for a period not exceeding 24 months.

10.2.2.9.10 The chairman of the disciplinary committee shall, within five working days of the date on which the hearing by the disciplinary committee is completed, inform the employee charged, the head of department concerned and the town clerk or his authorised representative of the committee's finding in writing.

10.2.2.9.11 The head of department or his authorised representative shall, as soon as possible after the date on which the period of appeal of the employee concerned has expired, as contemplated in clause 10.2.2.9.14, without the employee having lodged an appeal, notify the council accordingly and the council shall place such notification on the employee's personal file.

10.2.2.9.12 The record of the proceedings or a copy thereof shall be furnished to the accused employee, if he applies therefor, by the disciplinary committee within 10 working days of such application, unless otherwise agreed to.

10.2.2.9.13 Should an employee voluntarily resign from the council's service before being found guilty or punished in terms of clause 10.2.2.9.9 for the misconduct with which he is charged, further disciplinary measures against him shall be suspended and any pay up to the date of the termination of his service not paid to him in terms of clause 10.3.2 shall be paid to him, subject to any right of recovery which the council may have.

10.2.2.9.14 An employee against whom action has been taken in terms of clause 10.2.2.9.9 may, within 10 working days of the date of the notice mentioned in clause 10.2.2.9.10, appeal against the finding or the disciplinary measures or both by notifying the town clerk or his authorised representative to that effect in writing. A copy of such notice of appeal shall be sent to the relevant head of department and the appeal committee, as contemplated in clause 10.2.2.9.15.1 by the town clerk or his authorised representative within five working days of the date of receipt thereof.

10.2.2.9.15 When an employee lodges an appeal in terms of clause 10.2.2.8 or 10.2.2.9.14, the following procedure shall be followed:

10.2.2.9.15.1 The appeal of an employee shall be heard by an appeal committee appointed by the council. Application for appeal shall be made in writing and the appeal shall be restricted to the reasons as set out in the application for appeal, except where the chairman of the appeal committee decides otherwise, after which the provisions of clause 10.2.2.9.15.4 shall apply.

10.2.2.9.15.2 Any written reference to an appeal committee shall be addressed to the chairman.

10.2.2.9.15.3 The chairman of an appeal committee shall appoint a person who shall act as prosecutor during the hearing and shall advise such prosecutor, the employee charged and his trade union or representative, as the case may be, in writing, of the date, time and place of the hearing, which shall take place within 10 working days of the date on which the appeal is received by the town clerk or his authorised representative.

10.2.2.9.9.3.4 die werknemer ontslaan word; of

10.2.2.9.9.3.5 die werknemer se vonnis soos in klousules 10.2.2.9.9.3.1 tot 10.2.2.9.9.3.4 vervat, op die voorwaardes wat die tugkomitee bepaal, vir 'n tydperk van hoogstens 24 maande opgeskort word.

10.2.2.9.10 Die aangeklaagde werknemer, die betrokke departementshoof en die stadsklerk of sy gevolmagtigde verteenwoordiger moet binne vyf werkdade na die datum waarop die verhoor deur die tugkomitee afgehandel is, deur die voorsitter van die tugkomitee skriftelik van die bevinding van die komitee in kennis gestel word.

10.2.2.9.11 Die departementshoof of sy gevolmagtigde verteenwoordiger moet so gou doenlik na die datum waarop die appèltydperk van die betrokke werknemer, soos in klousule 10.2.2.9.14 beoog, verstryk het sonder dat die werknemer appèl aangeteken het, die raad dienoreenkomstig in kennis stel en die raad moet sodanige kennisgewing op die werknemer se persoonlike lêer plaas.

10.2.2.9.12 Die rekord van die verrigtinge of 'n afskrif daarvan moet binne 10 werkdade nadat die aangeklaagde werknemer daarom aansoek gedoen het, deur die tugkomitee aan hom verskaf word, tensy anders ooreengekom word.

10.2.2.9.13 Indien 'n werknemer vrywillig uit die raad se diens tree voordat hy weens die wangedrag waarvan hy aangekla is, ooreenkomstig klousule 10.2.2.9.9, skuldig bevind of gestraf word, word verdere tugmaatreëls teen hom opgeskort en word enige betaling tot die datum van sy uitdienstrede wat kragtens klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal, behoudens enige verhaalreg waaroor die raad beskik.

10.2.2.9.14 'n Werknemer teen wie daar ooreenkomstig klousule 10.2.2.9.9 opgetree is, kan binne 10 werkdade na die datum van die kennisgewing in klousule 10.2.2.9.10 bedoel, teen die bevinding of die tugmaatreëls of beide appèl aanteken deur aan die stadsklerk of sy gevolmagtigde verteenwoordiger skriftelik kennis te dien effekte te gee. 'n Afskrif van sodanige kennisgewing van appèl moet binne vyf werkdade na die datum van ontvangs daarvan deur die stadsklerk of sy gevolmagtigde verteenwoordiger aan die betrokke departementshoof en die appèlkomitee in klousule 10.2.2.9.15.1 beoog, gestuur word.

10.2.2.9.15 Wanneer 'n werknemer kragtens klousule 10.2.2.8 of 10.2.2.9.14 appèl aanteken, word die volgende prosedure gevolg:

10.2.2.9.15.1 Die appèl van 'n werknemer word deur 'n appèlkomitee wat deur die raad aangestel is, verhoor. Aansoek om appèl geskied skriftelik en die appèl word beperk tot die gronde soos uiteengesit in die aansoek om appèl, behalwe waar die voorsitter van die appèlkomitee anders besluit, waarna die bepalinge van klousule 10.2.2.9.15.4 van toepassing is.

10.2.2.9.15.2 Enige skriftelike verwysing na 'n appèlkomitee word aan die voorsitter gerig.

10.2.2.9.15.3 Die voorsitter van 'n appèlkomitee moet 'n persoon wat tydens die verhoor as aanklaer sal optree, aanstel en moet sodanige aanklaer, die aangeklaagde werknemer en sy vakvereniging of verteenwoordiger, na gelang van die geval, skriftelik in kennis stel van die datum, tyd en plek van die verhoor, wat binne 10 werkdade na die datum waarop die appèl deur die stadsklerk of sy gevolmagtigde verteenwoordiger ontvang is, moet plaasvind.

10.2.2.9.15.4 The provisions of clauses 10.2.2.9.5 to 10.2.2.9.13 shall *mutatis mutandis* apply to an appeal committee, but subject to clause 10.2.2.9.15.1.

10.2.2.9.15.5 An employee against whom an appeal committee has acted in terms of clause 10.2.2.9.9 may, within 30 working days of the date of the notice referred to in clause 10.2.2.9.10, dispute the finding in terms of the Labour Relations Act.

10.2.2.9.16 When a notice, statement or other document is required to be given or furnished to or served upon any person, or any matter is to be communicated to any such person in writing, in terms of the above-mentioned procedure, such notice, statement, document or communication shall be forwarded to him by registered post/facsimile or delivered to him or left at the last address furnished by him.

10.2.2.9.17 Any time limitations in clause 10.2 may be extended by agreement between the parties.

10.3 Suspension

10.3.1 The council may at any time before or after an employee has been charged with misconduct, suspend such employee or utilise him temporarily in another capacity should the council be of the opinion that it would be detrimental to the interests of the council if the employee should continue with his duties at that stage.

10.3.2 An employee suspended in terms of clause 10.3.1 shall be entitled to full remuneration for the period of his suspension, unless the council is convinced that it would be contrary to the council's interest to pay such employee his full remuneration, in which case the council, after consultation with the trade union and the employers' organisation, may instruct that such remuneration not be paid to such employee wholly or in part. If such employee does not receive his full salary, he may accept other employment at remuneration.

10.3.3 Should a charge against an employee be withdrawn or not proven, he shall be permitted to resume duty, his full remuneration for the period of suspension shall be paid to him if he did not receive it during that period and he shall retain the remuneration received in terms of clause 10.3.2.

10.3.4 If an employee suspended in terms of clause 10.3.1—

10.3.4.1 is punished in terms of the provisions of clause 10.2.2.9.9, excluding clause 10.2.2.9.9.3.4, he shall be permitted to resume duty without delay and any salary for the period of his suspension not paid to him in terms of clause 10.3.2, shall be paid to him;

10.3.4.2 is punished in terms of the provisions of clause 10.2.2.9.9.3.4, any remuneration up to the date of his dismissal or resignation not paid to him in terms of clause 10.3.2, shall be paid to him.

10.3.5 The council may at any time revoke the suspension and, notwithstanding such revocation, the proceedings in connection with the charge may be continued with.

11. TERMINATION OF SERVICE

11.1 Subject to the provisions of this Agreement, the council may terminate the services of an employee on a date determined by the council, for any of the following reasons:

11.1.1 The attainment of the pensionable age as determined by the regulations of the relevant municipal pension fund or, where the employee is not a contributing member of such fund, the attainment of the pensionable age as determined in the regulations of the fund of which he would normally have been a member had he qualified for membership.

10.2.2.9.15.4 Die bepalings van klousules 10.2.2.9.5 tot 10.2.2.9.13 is *mutatis mutandis* van toepassing op 'n appèlkomitee, maar behoudens klousule 10.2.2.9.15.1.

10.2.2.9.15.5 'n Werknemer teen wie daar ooreenkomstig klousule 10.2.2.9.9, deur 'n appèlkomitee opgetree is, kan binne 30 werkdade na die datum van die kennisgewing in klousule 10.2.2.9.10 bedoel, die bevinding ooreenkomstig die Wet op Arbeidsverhoudinge bestry.

10.2.2.9.16 Wanneer 'n kennisgewing, verklaring of ander dokument ingevolge bovermelde prosedure aan 'n persoon gegee, verstrek of beteken moet word of 'n saak ingevolge daarvan skriftelik aan so 'n persoon meegedeel moet word, moet sodanige kennisgewing, verklaring, dokument of mededeling per geregistreerde pos/faksimilee aan hom gestuur of per hand aan hom afgelewer of by die laaste adres deur hom verstrek, gelaat word.

10.2.2.9.17 Enige tydsebeperkings in klousule 10.2 kan by ooreenkoms tussen die partye verleng word.

10.3 Skorsing

10.3.1 Die raad kan te eniger tyd voor- of nadat 'n werknemer van wangedrag aangekla is, so 'n werknemer skors of tydelik in 'n ander hoedanigheid aanwend indien die raad van mening is dat die raad se belange geskaad kan word indien die werknemer in daardie stadium met sy pligte voortgaan.

10.3.2 'n Werknemer wat kragtens klousule 10.3.1 geskors is, is op sy volle besoldiging vir die tydperk van sy skorsing geregtig tensy die raad daarvan oortuig is dat dit strydig met die raad se belange sal wees om sodanige werknemer se volle besoldiging te betaal, in welke geval die raad, na oorlegpleging met die vakvereniging en die werkgewers-organisasie, kan gelas dat sodanige besoldiging in sy geheel of gedeeltelik nie aan sodanige werknemer betaal word nie. Indien sodanige werknemer nie sy volle salaris ontvang nie, kan hy ander werk teen vergoeding aanvaar.

10.3.3 Indien 'n aanklag teen 'n werknemer teruggetrek word of nie bewys word nie, moet hy toegelaat word om diens te hervat en moet sy volle besoldiging vir die tydperk van sy skorsing aan hom betaal word indien hy dit nie gedurende daardie tydperk ontvang het nie en behou hy die vergoeding wat hy ingevolge klousule 10.3.2 ontvang het.

10.3.4 As 'n werknemer wat kragtens klousule 10.3.1 geskors is—

10.3.4.1 ooreenkomstig die bepalings van klousule 10.2.2.9.9, uitgesonderd klousule 10.2.2.9.9.3.4, gestraf word, moet hy toegelaat word om onwenig diens te hervat en moet enige besoldiging vir die tydperk van sy skorsing wat kragtens klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal word;

10.3.4.2 ooreenkomstig die bepalings van klousule 10.2.2.9.9.3.4, gestraf word, moet enige besoldiging tot die datum van sy ontslag of uitdienstrede wat kragtens klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal word.

10.3.5 Die raad kan die skorsing te eniger tyd intrek en ondanks sodanige intrekking kan die verrigtinge in verband met die aanklag voortgesit word.

11. DIENSBEÏNDIGING

11.1 Behoudens die bepalings van hierdie Ooreenkoms kan die raad die diens van 'n werknemer om enige van die volgende redes beëindig op 'n datum deur die raad bepaal:

11.1.1 Die bereiking van die pensioenouderdom soos bepaal deur die regulasies van die betrokke munisipale pensioenfonds of, waar die werknemer nie 'n bydraende lid van sodanige fonds is nie, die bereiking van die pensioenouderdom soos bepaal in die regulasies van die fonds waarvan hy normaalweg lid sou gewees het indien hy vir lidmaatskap gekwalifiseer het.

11.1.2 Continued ill-health or continued physical disability which, in the opinion of a medical board, renders such employee unfit for the effective execution of the duties attached to the post occupied by him;

11.1.3 The forfeiture of any certificate of competence, licence or authorisation without which the employee is unable to perform the duties attached to the post occupied by him.

11.1.4 A conviction of misconduct in terms of the provisions of clause 10 of this Agreement.

11.1.5 The expiry of the employee's service contract with the council.

11.1.6 If both the employee and the council agree thereto.

11.1.7 As envisaged in clause 6.2.7.2.2.

11.1.8 When an employee serves a term of imprisonment in terms of a sentence imposed by a competent court, with the exception of periodic imprisonment, on condition that his normal duties are not affected thereby.

11.2 The services of an employee who retires in terms of the provisions of the regulations of a municipal pension fund or at such age as may be determined in clause 11.1.1, shall be terminated on the last day of the calendar month in which he retires.

11.3 Where a reorganisation of the council's service results in the post occupied by an employee being declared redundant and abolished by the council, the services of such employee may be terminated only if the employee cannot be promoted, transferred or demoted by the council to another post in the council's service: Provided that—

11.3.1 in the case of a permanent employee or a contract employee who is a member of a municipal pension fund, such termination of service shall take place in terms of the regulations of the pension fund: Provided further that such employee shall receive at least three working months' written notice of termination of service;

11.3.2 in the case of any employee, other than a permanent employee or a contract employee who is a member of a municipal pension fund, such termination of service shall take place in terms of the provisions of such employee's service contract with the council.

11.4 An employee who absents himself for a period exceeding five consecutive working days without the council's permission or a reason acceptable to the council and without the council being informed during such period of the reason for such absence shall, unless the council determines otherwise, be deemed to have absconded on the first working day on which he was so absent.

11.5 Subject to any provisions to the contrary contained in this Agreement or in an employee's service contract with the council, notice of termination of service by either the council or the employee shall be given in writing, and the period from the date of such notice to the date of such termination of service shall be at least as set out hereunder: Provided that the council or the employee, as the case may be, may accept a shorter period—

11.5.1 One working day in the case of a daily-paid employee;

11.5.2 One working week in the case of a weekly-paid employee;

11.5.3 two working weeks in the case of a two-weekly-paid employee;

11.1.2 Voortdurende swak gesondheid of voortdurende liggaamlike swakheid wat sodanige werknemer na die mening van 'n mediese raad, ongeskik maak om die pligte verbonde aan die pos wat hy beklee, doeltreffend uit te voer;

11.1.3 Die verbeuring van enige sertifikaat van bevoegdheid, lisensie of magtiging waarsonder die werknemer nie die pligte verbonde aan die pos wat hy beklee, kan verrig nie.

11.1.4 Skuldigbevinding aan wangedrag ooreenkomstig die bepalings van klousule 10 van hierdie Ooreenkoms.

11.1.5 Die verstryking van die werknemer se dienskontrak met die raad.

11.1.6 Instemming daartoe deur sowel die werknemer as die raad.

11.1.7 Soos in klousule 6.2.7.2.2 beoog.

11.1.8 Wanneer 'n werknemer ingevolge 'n vonnis wat deur 'n bevoegde hof opgelê is, gevangenisstraf uitdien, met uitsluiting van periodieke gevangenisstraf, op voorwaarde dat die normale diensverplichting nie daardeur geraak word nie.

11.2 Die dienste van 'n werknemer wat aftree ingevolge die bepalings van die regulasies van 'n munisipale pensioenfonds of op die ouderdom wat ooreenkomstig klousule 11.1.1 bepaal word, word op die laaste dag van die kalendermaand waarin hy aftree, beëindig.

11.3 Waar 'n herorganisasie van die raad se diens tot gevolg het dat die pos wat 'n werknemer beklee, deur die raad as oortollig verklaar en afgeskaf word, kan die dienste van sodanige werknemer beëindig word slegs indien die werknemer nie deur die raad tot of na 'n ander pos in die raad se diens bevorder, oorgeplaas of gedegradeer kan word nie: Met dien verstande dat—

11.3.1 in die geval van 'n permanente werknemer of 'n kontrakwerknemer wat lid van 'n munisipale pensioenfonds is, sodanige diensbeëindiging ooreenkomstig die regulasies van die pensioenfonds geskied: Met dien verstande voorts dat sodanige werknemer minstens drie werkmaande skriftelike kennisgewing van diensbeëindiging moet ontvang;

11.3.2 in die geval van enige ander werknemer as 'n permanente werknemer of 'n kontrakwerknemer wat lid van 'n munisipale pensioenfonds is, sodanige diensbeëindiging ooreenkomstig die bepalings van sodanige werknemer se dienskontrak met die raad geskied.

11.4 'n Werknemer wat vir 'n langer tydperk as vyf agtereenvolgende werkdag afwesig is sonder die raad se toestemming of 'n rede wat vir die raad aanvaarbaar is en sonder dat die raad gedurende sodanige tydperk van die rede vir sodanige afwesigheid in kennis gestel is, word, tensy die raad anders besluit, geag op die eerste werkdag waarop hy aldus afwesig was, te gedros het.

11.5 Behoudens andersluidende bepalings in hierdie Ooreenkoms of in 'n werknemer se dienskontrak met die raad, moet kennisgewing van diensbeëindiging deur of die raad of die werknemer skriftelik geskied en moet die tydperk vanaf die datum van sodanige kennisgewing tot die datum van diensbeëindiging minstens wees soos hieronder uiteengesit: Met dien verstande dat die raad of die werknemer, na gelang van die geval, 'n korter tydperk kan aanvaar—

11.5.1 een werkdag in die geval van 'n werknemer wat daaglik betaal word;

11.5.2 een werkweek in die geval van 'n werknemer wat weekliks betaal word;

11.5.3 twee werkweke in die geval van 'n werknemer wat tweewekliks betaal word;

11.5.4 One working month in the case of a monthly-paid employee.

11.6 Subject to any provisions to the contrary contained in this Agreement or unless the council and the employee agree to accept a shorter period of notice of termination of service than is required in terms of this clause, the council shall, where such shorter period of notice is given by the council, pay the employee his pay for the period by which the prescribed period of notice required in terms of this clause exceeds the shorter period of notice.

11.7 Unless both the council and the employee agree thereto, a period of notice of termination of service shall not coincide with any period of approved leave of absence on full or half-remuneration.

11.8 The expiry of the service contract of a contract employee shall not be deemed to constitute a termination of service if the council, before or on the date of expiry of such service contract, concludes a further service contract with such employee and such employee, on a date agreed upon with the council after the expiry of his service contract with the council, re-joins the council's service.

12. UNIFORMS AND PROTECTIVE CLOTHING

12.1 Subject to the provisions of clause 12.2, any uniforms and protective clothing an employee is as prescribed by law or by the council, obliged to wear in the execution of his duties shall be provided free of charge by the council, subject to the following conditions:

12.1.1 Any item issued to an employee by the council—

12.1.1.1 shall remain the property of the council;

12.1.1.2 shall not be used for any other purpose than that for which it has been issued by the council;

12.1.1.3 shall be returned to the council by the employee on the termination of the employee's service, unless the council should decide otherwise.

12.2 Notwithstanding the provisions of clause 12.1, the council may pay an allowance to an employee belonging to a class as determined by the council, in a manner determined by the council in respect of the purchase of a uniform and/or protective clothing by such employee.

12.3 If an employee fails to comply with the provisions of clause 12.1.1.3 the *pro rata* portion of the most recent contract price of the issue shall be recovered by the council in respect of the unexpired portion of the term of the issue, as determined by the council, from any monies owing to the employee by the council or in any other way determined by the council.

12.4 An employee who receives a uniform and/or protective clothing from the council in terms of clause 12.1 or who is paid an allowance for the purchase thereof by the council in terms of clause 12.2, shall at all times when reporting for duty be clean and neatly clad.

12.5 An employee shall not receive a new issue before the expiry of the term of an issue as determined by the council unless such employee has refunded the council for the *pro rata* portion of the most recent contract price of the issue in respect of the unexpired portion of such term, or the council is of the opinion that the loss of or damage to the issue cannot be ascribed to such employee.

11.5.4 een werkmaand in die geval van 'n werknemer wat maandeliks betaal word.

11.6 Behoudens andersluidende bepalings, in hierdie Ooreenkoms of tensy die raad en die werknemer ooreenkoms om 'n korter tydperk van kennisgewing van diensbeëindiging te aanvaar as wat ingevolge hierdie klousule vereis word, moet die raad, waar sodanige korter tydperk van kennisgewing deur die raad gegee is, aan die werknemer sy betaling ten opsigte van die tydperk betaal waarmee die voorgeskrewe kennisgewingstydperk wat ingevolge hierdie klousule vereis word, die korter tydperk van kennisgewing oorskry.

11.7 Tensy sowel die raad as die werknemer daartoe instem, mag 'n termyn van kennisgewing van diensbeëindiging nie saamval met enige tydperk van goedgekeurde afwesigheidsverlof met volle of halwe besoldiging nie.

11.8 Die verstryking van die dienskontrak van 'n kontrakwerknemer word nie as 'n diensbeëindiging beskou nie indien die raad voor of op die datum van verstryking van sodanige dienskontrak 'n verdere dienskontrak met sodanige werknemer sluit en sodanige werknemer op 'n met die raad ooreengekome datum na verstryking van sy eersgenoemde dienskontrak met die raad, weer tot die raad se diens toetree.

12. UNIFORMS EN BESKERMENDE KLERE

12.1 Behoudens die bepalings van klousule 12.2 word alle uniforms en beskermende klere wat 'n werknemer ingevolge die voorskrifte van die raad of enige wet verplig is om gedurende die uitvoering van sy pligte te dra, gratis deur die raad verskaf, onderworpe aan die volgende voorwaardes:

12.1.1 Enige item wat deur die raad aan 'n werknemer uitgereik is—

12.1.1.1 bly die eiendom van die raad;

12.1.1.2 mag vir geen ander doel as waarvoor die raad dit uitgereik het, gebruik word nie;

12.1.1.3 moet by die beëindiging van die werknemer se diens deur sodanige werknemer aan die raad terugbesorg word, tensy die raad anders besluit.

12.2 Ondanks die bepalings van klousule 12.1 kan die raad aan 'n werknemer wat behoort tot 'n klas soos deur die raad bepaal, 'n toelae betaal, op 'n wyse deur die raad bepaal, ten opsigte van die aankoop van 'n uniform en/of beskermende klere deur sodanige werknemer.

12.3 Indien 'n werknemer in gebreke bly om aan die bepalings van klousule 12.1.1.3 te voldoen, word die *pro rata*-gedeelte van die jongste kontrakprys van die uitreiking ten opsigte van die onverstreke gedeelte van die termyn van die uitreiking, soos deur die raad bepaal, deur die raad verhaal uit enige gelde wat deur die raad aan die werknemer verskuldig is of op enige ander wyse wat die raad bepaal.

12.4 'n Werknemer wat ooreenkomstig klousule 12.1 deur die raad van 'n uniform en/of beskermende klere voorsien is, of aan wie kragtens klousule 12.2 deur die raad 'n toelae vir die aankoop daarvan betaal word, moet te alle tye wanneer hy vir diens aanmeld, netjies en skoon geklee wees.

12.5 'n Werknemer word nie voor verstryking van die termyn van 'n uitreiking soos deur die raad bepaal, van 'n nuwe uitreiking voorsien nie, tensy sodanige werknemer die *pro rata*-gedeelte van die jongste kontrakprys van die uitreiking ten opsigte van die onverstreke gedeelte van sodanige termyn aan die raad vergoed het of die raad van mening is dat die verlies of beskadiging van die uitreiking nie aan die toedoen van sodanige werknemer toegeskryf kan word nie.

13. SUBSISTENCE AND TRAVELLING ALLOWANCE

13.1 If an employee is commissioned or granted permission by the council to attend a meeting or training course or performs work outside the municipal area of the council for which he has to stay overnight, a subsistence and/or travelling allowance, as determined by the council from time to time, shall be paid to the employee concerned: Provided that the day of departure and the day of arrival shall be deemed to be full days.

13.2 If an employee is commissioned or granted permission by the council to attend a meeting or training course or performs work outside the municipal area of the council for which he does not have to stay overnight, a subsistence and/or travelling allowance, as determined by the council from time to time, shall be paid to him.

14. GRIEVANCE PROCEDURE

14.1 Where a grievance of an employee is not informally settled, the employee shall immediately submit such grievance to his head of department or to his authorised agent in writing and the employee may request a fellow employee, who is not necessarily a member of a trade union, to accompany or assist him during the hearing of the grievance.

14.2 The head of department or his authorised agent shall take such steps as he may deem fit within the powers vested in him by the council and shall inform the employee and the council thereof in writing within two working days, or as otherwise agreed, from the date on which such grievance was submitted to him.

14.3 Should the employee not be satisfied with the decision of his head of department or his authorised agent, the employee may submit his grievance in writing to the town clerk or his authorised agent, who shall take the steps he may deem fit within the powers vested in him by the council after hearing the employee and his representative and shall inform the employee, the head of department concerned and the council thereof in writing within two working days, or as otherwise agreed, from the date on which such grievance was submitted to him.

14.4 Should the employee not be satisfied with the decision of the town clerk or his authorised agent, he may appeal in writing to the council through the town clerk, in which case the town clerk shall submit the matter to the council for consideration and the council shall, within two working days of hearing the employee and his representative and considering the matter, inform the employee, the town clerk or his authorised agent and the head of department concerned of the council's decision in writing.

15: GENERAL**15.1 Duties subject to the exigencies of the council's service**

15.1.1 If the council is of the opinion that extraordinary or urgent circumstances necessitate it, the council may instruct an employee to report for duty temporarily for a period not exceeding three months during such working hours other than his normal working hours as the council may deem necessary: Provided that an employee shall not be deemed to have contravened the provisions of this clause if the council is satisfied that such employee has for valid reasons not reported for such duty or is unable to report therefor.

15.1.2 If the council is of the opinion that extraordinary or urgent circumstances necessitate it, the council may instruct an employee to perform other duties than those normally assigned to him temporarily for a period not exceeding three months: Provided that such other duties are in keeping with his rank and post, unless otherwise agreed with the employee.

13. REIS- EN VERBLYFTOELAE

13.1 Wanneer 'n werknemer in opdrag of met die goedkeuring van die raad 'n vergadering of opleidingskursus buite die munisipale gebied van die raad bywoon of aldus werk verrig en moet oornag, word 'n reis- en/of verblyftoelae soos van tyd tot tyd deur die raad bepaal, aan die betrokke werknemer betaal: Met dien verstande dat die dag van die vertrek en die dag van aankoms as volle dae gereken word.

13.2 Wanneer 'n werknemer in opdrag of met die goedkeuring van die raad 'n vergadering of opleidingskursus buite die munisipale gebied van die raad bywoon of aldus werk verrig en nie moet oornag nie, word 'n reis- en/of verblyftoelae soos van tyd tot tyd deur die raad bepaal, aan die betrokke werknemer betaal.

14. GRIEWEPROSEDURE

14.1 Waar 'n grief van 'n werknemer nie informeel besleg word nie, moet die werknemer die grief onverwyld skriftelik by sy departementshoof of sy gevolmagtigde indien en kan die werknemer 'n medewerknemer wat nie noodwendig 'n lid van 'n vakvereniging is nie, versoek om hom tydens die aanhoor van die grief te vergesel of by te staan.

14.2 Die departementshoof of sy gevolmagtigde agent moet, binne die bevoegdhede deur die raad aan hom verleen, die stappe doen wat hy goed ag en binne twee werkdade, of soos anders ooreengekom, vanaf die datum waarop die grief by hom ingedien is, die werknemer en die raad skriftelik daarvan in kennis stel.

14.3 Indien die werknemer nie met die beslissing van sy departementshoof of sy gevolmagtigde tevrede is nie, kan die werknemer sy grief skriftelik by die stadsklerk of sy gevolmagtigde indien, wat, binne die bevoegdhede deur die raad aan hom verleen en nadat hy die werknemer en sy verteenwoordiger aangehoor het, die stappe moet doen wat hy goed ag en binne twee werkdade, of soos anders ooreengekom, vanaf die datum waarop die grief by hom ingedien is, die werknemer, die betrokke departementshoof en die raad skriftelik daarvan in kennis moet stel.

14.4 Indien die werknemer nie met die beslissing van die stadsklerk of sy gevolmagtigde tevrede is nie, kan hy skriftelik appél deur bemiddeling van die stadsklerk by die raad aanteken, in welke geval die stadsklerk die saak vir ooreweging aan die raad moet voorlê, en binne twee werkdade nadat die raad die werknemer en sy verteenwoordiger aangehoor het en die saak oorweeg het, moet die raad die werknemer, die stadsklerk of sy gevolmagtigde en die betrokke departementshoof skriftelik van die raad se beslissing in kennis stel.

15: ALGEMEEN**15.1 Pligte onderworpe aan die vereistes van die raad se diens**

15.1.1 Indien die raad van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die raad 'n werknemer aansê om hom tydelik vir 'n tydperk van hoogstens drie maande vir diens aan te meld tydens sodanige ander werkure as sy normale werkure as wat die raad nodig ag: Met dien verstande dat 'n werknemer nie geag word die bepalinge van hierdie klousule te oortree het nie indien die raad daarvan oortuig is dat sodanige werknemer hom om grondige redes nie vir sodanige diens aangemeld het of kan aanmeld nie.

15.1.2 Indien die raad van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die raad 'n werknemer aansê om tydelik vir 'n tydperk van hoogstens drie maande ander pligte te verrig as dié wat normaalweg aan hom toegewys is: Met dien verstande dat sodanige ander pligte by sy rang en pos pas tensy met die werknemer anders ooreengekom.

15.1.3 Subject to the provisions of clauses 9.3, 9.4 and 9.5, an employee shall not be entitled to any additional remuneration in respect of any duties performed by him in terms of clauses 15.1.1 and 15.1.2.

15.1.4 The council shall indemnify all its employees in respect of any claims against such employees which may arise from the performance of a statutory or contractual duty in the course of their employment with the council: Provided that such duty was performed in good faith.

15.2 Paid work performed outside the council's service

15.2.1 An employee may perform paid work outside the council's service or commit himself thereto with council's special permission on such conditions as may be determined by the council.

15.3 Performance and conduct

15.3.1 An employee shall be responsible for the proper and efficient discharge of the work assigned to him by the council.

15.3.2 An employee shall at all times behave courteously.

15.4 Furnishing of information

15.4.1 An employee shall notify the council without delay of his residential address, his home telephone number and any information that may affect his continued service or the conditions of his continued service with the council, as well as of any changes thereto.

15.5 Use of council's employees or property

15.5.1 An employee shall not use or permit any employee to be used during his working hours for purposes other than those of the council without the prior consent of the council being requested and obtained by the employee.

15.5.2 Except for the performance of his official duties no employee shall use the property or goods of the council or remove them from the council's premises or allow them to be used or removed without the prior consent of the council being requested and obtained by the employee.

15.6 Consultation between the council and a trade union

15.6.1 The council shall consult with a trade union represented in the Industrial Council and with the employers' organisation in connection with all matters of principle or of general interest affecting a member of members of such trade union detrimentally before a final decision is taken by the council thereon. If no consensus is reached, the matter shall be referred to the Industrial Council for consideration.

15.7 A copy of this Agreement to be made available to employees by the council

15.7.1 Employees must on appointment be furnished with a copy of this Agreement.

15.7.1.1 A copy of this Agreement, together with such instructions as may be deemed fit by the town clerk and the head of department, shall be supplied to each employee on appointment to the council's service and the employee shall acknowledge receipt thereof.

15.8 Protection of employees

15.8.1 Notwithstanding the provisions of this Agreement, an employee shall at all times have the right to dispute any act of the council by means of the Labour Relations Act, 1956 (Act No. 28 of 1956), or in any other legal manner,

15.1.3 Behoudens die bepalings van klousules 9.3, 9.4 en 9.5 is 'n werknemer nie geregtig op enige addisionele besoldiging ten opsigte van enige pligte wat ingevolge klousules 15.1.1 en 15.1.2 deur hom verrig is nie.

15.1.4 Die raad vrywaar al sy werknemers ten opsigte van enige eise teen sodanige werknemers wat voortspruit uit die uitvoering van 'n statutêre of kontraktuele plig in die loop van hul diens by die raad: Met dien verstande dat sodanige plig goeder trou uitgevoer is.

15.2 Werk buite die raad se diens teen betaling verrig

15.2.1 'n Werknemer kan met spesiale toestemming van die raad op die voorwaardes deur die raad bepaal, werk buite die raad se diens teen betaling verrig of hom daartoe verbind.

15.3 Werkverrigting en gedrag

15.3.1 'n Werknemer is verantwoordelik vir die behoorlike en doeltreffende uitvoering van die werk wat deur die raad aan hom toegewys is.

15.3.2 'n Werknemer moet hom te alle tye hofflik gedra.

15.4 Verstrekking van inligting

15.4.1 'n Werknemer moet die raad sonder versuim in kennis stel van sy woonadres, sy huistelefoonnummer en enige inligting wat sy indienshouding of die voorwaardes van sy indienshouding by die raad beïnvloed, asook van enige verandering daarvan.

15.5 Gebruik van raad se werknemers of eiendom

15.5.1 'n Werknemer mag nie enige werknemer gedurende sy werkure vir ander doeleindes as dié van die raad gebruik of toelaat dat hy daarvoor gebruik word nie, tensy die werknemer vooraf die toestemming van die raad gevra en verkry het.

15.5.2 Uitgesonderd by die uitvoering van sy amptelike pligte mag 'n werknemer nie die eiendom of goedere van die raad gebruik of dit van die raad se persele verwyder of toelaat dat dit gebruik of verwyder word nie, tensy die werknemer vooraf die toestemming van die raad gevra en verkry het.

15.6 Oorlegpleging tussen die raad en 'n vakvereniging

15.6.1 Die raad moet met 'n vakvereniging wat in die Nywerheidsraad verteenwoordig is en met die werkgewers-organisatie oorleg pleeg in verband met alle beginselsake of sake van algemene belang wat 'n lid of lede van sodanige vakvereniging nadelig raak, voordat die raad 'n finale besluit daaroor neem. Indien daar nie eenstemmigheid bereik word nie, moet die aangeleentheid vir oorweging na die Nywerheidsraad verwys word.

15.7 Beskikbaarstelling deur die raad van 'n afskrif van hierdie Ooreenkoms aan werknemers

15.7.1 Werknemers moet by aanstelling voorsien word van 'n afskrif van hierdie Ooreenkoms.

15.7.1.1 Aan elke werknemer moet by sy aanstelling in die raad se diens 'n afskrif van hierdie Ooreenkoms verskaf word, tesame met sodanige opdragte as wat die stadsclerk en die departementshoof goed ag, en die werknemer moet ontvangs daarvan erken.

15.8 Beskerming van werknemers

15.8.1 Ondanks die bepalings van hierdie Ooreenkoms het 'n werknemer te alle tye die reg om 'n handeling van die raad deur middel van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), of op enige ander wettige wyse te bestry.

15.9 Exemptions

15.9.1 Subject to the provisions of any legislation, the Industrial Council may grant in writing exemption from any provision of this Agreement to a local authority on submission of good and conclusive reasons by such local authority.

15.9.2 The Industrial Council shall determine the conditions upon which such exemption is granted as well as the period for which such exemption is valid in respect of any exemption granted in terms of this clause.

15.9.3 A certificate of exemption signed by the Secretary of the Industrial Council shall be issued to any local authority to whom an exemption is granted.

15.9.4 The Industrial Council may at any time during the period for which a certificate of exemption has been granted, amend or revoke it without giving reasons.

15.9.5 A local authority and/or employee shall comply with the conditions of a certificate of exemption issued in terms of clause 15.9.

15.10 Administration of Agreement

15.10.1 The Industrial Council shall be responsible for the administration of this Agreement.

16. LEAVE OF ABSENCE**16.1 Leave register**

All leave of absence due, granted and taken shall be recorded in a leave register under the control of a person appointed by the council, and an employee's leave record shall be available for inspection by him at all reasonable times during office hours.

16.2 Leave subject to the requirements of service

Notwithstanding the provisions of any law, leave of absence other than sick leave shall be granted with due consideration to the requirements of the council's services.

16.3 Granting and cancellation of leave of absence and leave application forms

16.3.1.1 Leave of absence shall be subject to the council's approval

16.3.1.2 An employee shall apply for leave of absence in a form approved by the council.

16.3.1.3 Application for leave of absence shall be made by an employee in the manner as determined by the council.

16.3.1.4 Notwithstanding the provisions of any law, the council may at any time cancel, postpone or interrupt leave of absence, other than sick leave, which has been granted to an employee, should it be deemed necessary in the council's interest to do so, and such an employee shall be compensated by the council for irrecoverable expenses or commitments incurred by him before he had been notified of the cancellation, postponement or interruption.

16.3.1.5 Should an employee whose leave of absence is interrupted travel in order to resume duty, the council shall pay his expenses for the forward and return journey and he shall be regarded as being on duty while travelling.

16.3.1.6 Cancellation, postponement or interruption of leave of absence granted shall be confirmed in writing.

16.3.1.7 Should the council refuse an employee's application for leave of absence or cancel, postpone or interrupt such leave, the reasons for such action shall be noted in the leave register and the employee shall be credited with such leave over and above the maximum determined in terms of clause 16.10.3.1, and be permitted to take it within 12 months after such refusal, cancellation, postponement or interruption.

15.9 Vrystellings

15.9.1 Die nywerheidsraad kan, behoudens die bepalinge van enige wetgewing, na voorlegging van goeie en afdoende redes deur 'n plaaslike owerheid, vrystelling van enige bepaling van hierdie Ooreenkoms skriftelik aan sodanige plaaslike owerheid verleen.

15.9.2 Die Nywerheidsraad moet ten opsigte van enige vrystelling wat kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is.

15.9.3 'n Vrystellingstifikaat deur die Sekretaresse van die Nywerheidsraad onderteken, moet uitgereik word aan 'n plaaslike owerheid aan wie 'n vrystelling verleen word.

15.9.4 Die Nywerheidsraad kan te eniger tyd gedurende die tydperk waarvoor 'n vrystellingstifikaat toegestaan is, dit wysig of intrek sonder om redes aan te voer.

15.9.5 'n Plaaslike owerheid en/of 'n werknemer moet die voorwaardes van 'n vrystellingstifikaat wat ooreenkomstig klousule 15.9 uitgereik is, nakom.

15.10 Administrasie Ooreenkoms

15.10.1 Die Nywerheidsraad is vir die administrasie van hierdie Ooreenkoms verantwoordelik.

16. AFWESIGHEIDSVARLOF**16.1 Verlofregister**

Alle afwesigheidsverlof verskuldig, toegestaan en geneem, moet aangeteken word in 'n verlofregister wat onder die beheer is van 'n persoon deur die raad aangestel, en 'n werknemer se verloftekord moet op alle redelike tye gedurende kantoorure vir hom ter insae beskikbaar wees.

16.2 Verlof onderworpe aan die diensvereistes

Ondanks die bepalinge van enige wet, moet afwesigheidsverlof, uitgesonderd siekteverlof, toegestaan word met behoorlike inagneming van die vereistes van die raad se diens.

16.3 Toestaan en intrekking van afwesigheidsverlof en verlofaansoekvorms

16.3.1.1 Afwesigheidsverlof is onderworpe aan die goedkeuring van die raad.

16.3.1.2 'n Werknemer moet om afwesigheidsverlof aansoek doen in 'n vorm deur die raad goedgekeur.

16.3.1.3 'n Werknemer moet om afwesigheidsverlof aansoek doen op die wyse soos deur die raad bepaal.

16.3.1.4 Ondanks die bepalinge van enige wet kan die raad te eniger tyd afwesigheidsverlof, uitgesonderd siekteverlof, wat aan 'n werknemer toegestaan is, intrek, uitstel of onderbreek as dit in belang van die raad nodig geag word, en so 'n werknemer moet deur die raad vergoed word vir onverhaalbare uitgawes of verpligtinge deur hom aangegaan voordat hy van die intrekking, uitstel of onderbreking in kennis gestel is.

16.3.1.5 As 'n werknemer wie se afwesigheidsverlof onderbreek word, reis ten einde diens te hervat, moet die raad sy onkoste vir die heen- en terugreis betaal en word hy geag op diens te wees terwyl hy reis.

16.3.1.6 Die intrekking, uitstel of onderbreking van afwesigheidsverlof wat toegestaan is, moet skriftelik bevestig word.

16.3.1.7 As die raad 'n werknemer se aansoek om afwesigheidsverlof weier of sodanige verlof intrek, uitstel of onderbreek, moet die redes daarvoor in die verlofregister aangeteken word en moet die werknemer met sodanige verlof gekrediteer word bo en behalwe die maksimum by klousule 16.10.3.1 bepaal en moet hy toegelaat word om dit binne 12 maande na sodanige weiering, intrekking, uitstel of onderbreking te neem.

16.3.2 An employee shall not go off duty or absent himself from duty without prior permission unless he is prevented by sudden illness or owing to other circumstances acceptable to the council from remaining on duty or reporting for duty.

16.3.3 Except in the case of sick leave, the period from the date on which an application for leave is received until the date on which the leave begins shall not be shorter than the period of leave applied for: Provided that a shorter period may be allowed under exceptional circumstances.

16.4 Prepayment of salary during vacation leave

An employee to whom vacation leave has been granted shall be entitled to receive, on the last working day before such leave commences, the salary or wage which would otherwise have been paid to him during the leave period.

16.5 Classification of leave of absence

Leave of absence shall be classified as—

16.5.1 vacation leave;

16.5.2 sick leave; and

16.5.3 special leave.

16.6 Unauthorised absence from duty

Unauthorised absence from duty, shall without prejudice to the rights of the employer with regard to any disciplinary measure against an employee, be deemed to be special leave without payment, unless the council decides otherwise.

16.7 Grouping of employees for leave purposes

16.7.1 Subject to the provisions of clause 16.20, employees shall be grouped as follows for leave purposes and leave shall accrue as indicated opposite each group: Provided that leave due to any employee in the service of the council on the date of the commencement of this Agreement shall not be reduced as long as he occupies the same post in the council's service:

16.7.1.1 Vacation leave

Grade 13 local authority.

Post level	Group	Annual accrual
6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Grade 12 local authority

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Grade 11 local authority

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Grade 10 local authority

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

16.3.2 'n Werknemer mag nie sonder vooraf verkreepte toestemming van diens af gaan of daarvan wegbly nie, tensy hy weens skielike siekte of weens ander omstandighede wat vir die raad aanneemlik is, verhinder word om op diens te bly of hom vir diens aan te meld.

16.3.3 Behalwe in die geval van siekteverlof, mag die tydperk vanaf die datum waarop 'n aansoek om verlof ontvang word tot die datum waarop die verlof begin, nie korter wees nie as die tydperk van verlof waarom aansoek gedoen word: Met dien verstande dat 'n korter tydperk onder buitengewone omstandighede toegelaat kan word.

16.4 Vooruitbetaling van salaris tydens vakansieverlof

'n Werknemer aan wie vakansieverlof toegestaan is, is daarop geregtig om op die laaste werkdag voordat sodanige verlof 'n aanvang neem, die salaris of loon te ontvang wat andersins gedurende die verloftydperk aan hom betaal sou word.

16.5 Indeling van afwesigheidsverlof

Afwesigheidsverlof word ingedeel in—

16.5.1 vakansie verlof;

16.5.2 siekte verlof; en

16.5.3 spesiale verlof.

16.6 Ongemagtigde afwesigheid van diens

Ongemagtigde afwesigheid van diens word, sonder inkorting van die regte van die werkgewer met betrekking tot enige tugnaatreël teen 'n werknemer, geag spesiale verlof sonder betaling te wees, tensy die raad anders besluit.

16.7 Groepering van werknemers vir verlofdoeleindes

16.7.1 Behoudens klousule 16.20 word werknemers vir verlofdoeleindes in ondervermelde groepe ingedeel, en verlof was aan soos teenoor elke groep aangedui: Met dien verstande dat verlof verskuldig aan 'n werknemer in diens van die raad op die datum van inwerkingtreding van hierdie Ooreenkoms, nie verminder mag word nie solank hy dieselfde pos in diens van die raad beklee:

16.7.1.1 Vakansiesverlof

Graad 13 plaaslike owerheid.

Posvlak	Groep	Aantal werkdade per jaar
6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Graad 12 plaaslike owerheid

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Graad 11 plaaslike owerheid

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Graad 10 plaaslike owerheid

6-1	A	30
7-9	B	27
10-13	C	25
14-15	D	18

Post level	Group	Annual accrual	Posvlak	Groep	Aantal werkdade per jaar
Grade 9 local authority			Graad 9 plaaslike owerheid		
5-1	A	30	5-1	A	30
6-8	B	27	6-8	B	27
9-12	C	25	9-12	C	25
13-14	D	18	13-14	D	18
Grade 8 local authority			Graad 8 plaaslike owerheid		
4-1	A	30	4-1	A	30
5-7	B	27	5-7	B	27
8-11	C	25	8-11	C	25
12-13	D	18	12-13	D	18
Grade 7 local authority			Graad 7 plaaslike owerheid		
4-1	A	30	4-1	A	30
5-7	B	27	5-7	B	27
8-11	C	25	8-11	C	25
12-13	D	18	12-13	D	18
Grade 6 local authority			Graad 6 plaaslike owerheid		
3-1	A	30	3-1	A	30
4-6	B	27	4-6	B	27
7-10	C	25	7-10	C	25
11-12	D	18	11-12	D	18
Grade 5 local authority			Graad 5 plaaslike owerheid		
2a-1	A	30	2a-1	A	30
2-6	B	27	2-6	B	27
7-10	C	25	7-10	C	25
11-12	D	18	11-12	D	18
Grade 4 local authority			Graad 4 plaaslike owerheid		
5-1	B	27	5-1	B	27
6-9	C	25	6-9	C	25
10-11	D	18	10-11	D	18
Grade 3 local authority			Graad 3 plaaslike owerheid		
4-1	B	27	4-1	B	27
5-9	C	25	5-9	C	25
10-11	D	18	10-11	D	18
Grade 2 local authority			Graad 2 plaaslike owerheid		
3-1	B	27	3-1	B	27
4-8	C	25	4-8	C	25
9-10	D	18	9-10	D	18
Grade 1 local authority			Graad 1 plaaslike owerheid		
1	B	27	1	B	27
2-8	C	25	2-8	C	25
9-10	D	18	9-10	D	18

16.7.1.2 Sick leave

Classification	Number of working days in each cycle
All employees.....	(a) 90 working days on full pay; and (b) 90 working days on half pay.

16.7.2 For the purposes of this clause, all employees shall be deemed to work a five-day working week.

16.8 Termination of permanent service and re-employment

If a permanent employee whose service is terminated for any reason whatsoever is re-employed, such re-employment shall for leave purposes be regarded as a new appointment.

16.9 Leave of absence granted in excess

When more paid leave of absence than his due has been granted on an employee inadvertently but in good faith, and been taken by him, the leave granted in excess may be deducted from leave which may accrue to him later, or the value thereof may be claimed from him, whichever the employee may prefer.

16.7.1.2 Siekteverlof

Indeling	Getal werkdade in elke siklus
Alle werknemers.....	(a) 90 werkdade met volle besoldiging; en (b) 90 werkdade met halwe besoldiging.

16.7.2 Vir die toepassing van hierdie klousule word alle werknemers geag 'n vyfdagwerkweek te werk.

16.8 Beëindiging van permanente diens en herindiensneming

As 'n permanente werknemer wie se diens om watter rede ook al beëindig word weer in diens geneem word, word sodanige herindiensneming vir verlofdoeleindes as 'n nuwe aanstelling beskou.

16.9 Te veel afwesigheidsverlof toegestaan

Wanneer aan 'n werknemer per abuis maar te goeder trou meer afwesigheidsverlof met besoldiging as wat hom toekom, toegestaan is en deur hom geneem is, kan die oormaat verlof toegestaan, afgetrek word van verlof wat later aan hom toeval, of die waarde daarvan kan van hom gevorder word, na gelang die werknemer verkies.

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16.10 General provisions: Vacation leave

16.10.1 Vacation leave shall accrue in respect of each completed month of service at the rate of one twelfth of the number of working days due to an employee in terms of clause 16.7.

16.10.2.1 An employee in Group A, B or C shall, in respect of every completed year of service and before the end of the next ensuing year of service, take at least half of his annual vacation leave accrual of which at least 10 working days shall be taken consecutively. An employee in Group D or E shall take at least 10 working days consecutively.

16.10.2.2 The remaining leave of an employee may be accumulated.

16.10.2.3 Subject to the provisions of clause 16.3.1.7, leave not taken by an employee in terms of clause 16.10.2.1 shall be deducted from his leave credit.

16.10.3.1 Subject to the provisions of clauses 16.3.1.7, 16.12.5.2, 16.16.2 and 16.22.2, an employee may not have more than 250 working days' vacation leave to his credit.

16.10.3.2 During an employee's first year of service not more than one third of his annual leave accrual as determined in clause 16.7.1.1 may be granted to him if it has already accrued to him in terms of clause 16.10.

16.11 Vacation leave without pay

If valid reasons exist therefor, the council may grant an employee who has no paid vacation leave to his credit unpaid vacation leave for not more than 130 working days in any period of 18 months: Provided that the council may, in exceptional cases, cancel the restrictions herein contained.

16.12 General provisions: Sick leave

16.12.1 Sick leave shall accrue to an employee on the first day of a cycle: Provided that sick leave on full or half pay shall be granted to no employee in respect of absence during his first 20 working days' service, unless the council determines otherwise after consideration of the case.

16.12.2 If during a cycle not more than 20 working days' sick leave without certificates for indisposition are granted to an employee, there shall at the end of a cycle be added 33½ per cent of the unused sick leave up to a maximum of 30 working days on full pay and 30 working days on half pay to the sick leave to which the employee is entitled during the ensuing cycle: Provided that in respect of any cycle no employee shall become entitled to more than 120 working days' sick leave on full pay and 120 working days' sick leave on half pay.

16.12.3 If the maximum period of sick leave to which an employee is entitled has been granted to him and, owing to reasons of health, he is not able to resume duty, the council may—

16.12.3.1 on submission of a satisfactory certificate from a registered medical practitioner or dentist; and

16.12.3.2 if it is satisfied that the employee is at that moment not permanently incapacitated to resume his normal duties; and

16.12.3.3 if the employee has no vacation leave to his credit,

grant to such employee further sick leave on half pay for not more than 66 working days in any cycle. Such grant may be made in respect of separate periods of absence and in respect of indispositions of different kinds.

16.10 Algemene bepalinge: Vakansieverlof

16.10.1 Vakansieverlof was aan ten opsigte van elke voltooide maand diens teen een twaalfde van die aantal werkdade wat ingevolge klousule 16.7 aan 'n werknemer toekom.

16.10.2.1 'n Werknemer in Groep A, B of C moet ten opsigte van elke voltooide diensjaar en voor die einde van die eersvolgende diensjaar minstens die helfte van sy jaarlikse vakansieverlofaanwas neem, waarvan minstens 10 werkdade aaneenlopend geneem moet word. 'n Werknemer in Groep D of E moet minstens 10 werkdade aaneenlopend neem.

16.10.2.2 Die oorblywende verlof van 'n werknemer kan ooploop.

16.10.2.3 Behoudens klousule 16.3.1.7 moet verlof wat nie ingevolge klousule 16.10.2.1 deur 'n werknemer geneem word nie, van sy verlofkrediet afgetrek word.

16.10.3.1 Behoudens klousules 16.3.1.7, 16.12.5.2, 16.16.2 en 16.22.2 mag 'n werknemer hoogstens 250 werkdade vakansieverlof in sy krediet hê.

16.10.3.2 Gedurende 'n werknemer se eerste diensjaar kan hoogstens een derde van sy jaarlikse verlofaanwas soos by klousule 16.7.1.1 bepaal, aan hom toegestaan word as dit ingevolge klousule 16.10 reeds aangewas het.

16.11 Vakansieverlof sonder besoldiging

As grondige redes daarvoor bestaan, kan die raad aan 'n werknemer wat geen vakansieverlof met besoldiging in sy krediet het nie, vakansieverlof sonder besoldiging van hoogstens 130 werkdade in 'n tydperk van 18 maande toestaan: Met dien verstande dat die raad in uitsonderlike gevalle die beperkings hierin vervat, kan ophêf.

16.12 Algemene bepalinge: Siekteverlof

16.12.1 Siekteverlof val aan 'n werknemer toe op die eerste dag van 'n siklus: Met dien verstande dat siekteverlof met volle of halwe besoldiging aan geen werknemer toegestaan word ten opsigte van afwesigheid gedurende sy eerste 20 werkdade diens nie, tensy die raad na oorweging van die geval anders bepaal.

16.12.2 Indien daar gedurende 'n siklus hoogstens 20 werkdade siekteverlof sonder sertifikate vir ongesteldheid aan 'n werknemer toegestaan word, moet daar aan die einde van 'n siklus 33½ persent van die ongebruikte siekteverlof maar hoogstens 30 werkdade met volle besoldiging en 30 werkdade met halwe besoldiging gevoeg word by die siekteverlof waarop die werknemer gedurende die daaropvolgende siklus geregtig is: Met dien verstande dat geen werknemer ten opsigte van 'n siklus op meer as 120 werkdade siekteverlof met volle besoldiging en 120 werkdade siekteverlof met halwe besoldiging geregtig word nie.

16.12.3 As die maksimum tydperk siekteverlof waarop 'n werknemer geregtig is aan hom toegestaan is en hy om gesondheidsredes nie in staat is om sy pligte te hervat nie, kan die raad—

16.12.3.1 by voorlegging van 'n bevredigende sertifikaat van 'n geregistreerde geneesheer of tandarts; en

16.12.3.2 as hy daarvan oortuig is dat die werknemer op daardie tydstip nie permanent ongeskik is om sy normale pligte te hervat nie; en

16.12.3.3 as die werknemer geen vakansieverlof in sy krediet het nie,

verdere siekteverlof met halwe besoldiging van hoogstens 66 werkdade in 'n siklus aan sodanige werknemer toestaan. So 'n vergunning kan gedoen word ten opsigte van afsonderlike tydperke van afwesigheid en ten opsigte van ongesteldhede van verskillende aard.

16.12.4.1 On written application by an employee, vacation leave which he has to his credit may be granted to him instead of sick leave on half pay or no pay provided the council is satisfied that the employee is at that moment not permanently incapacitated to resume his normal duties.

16.12.4.2 If vacation leave as contemplated in clause 16.12.4.1 has been granted to an employee and he has received payment in respect thereof, it may not subsequently be converted into sick leave.

16.12.5.1 If an employee to whom vacation leave has been granted is certified hospital or bed bound by a registered medical or dental practitioner due to illness after his vacation leave has commenced, that part of his vacation leave during which he was thus certified hospital or bed bound shall be converted into sick leave on submission of the prescribed certificate by such medical or dental practitioner.

16.12.5.2 If, due to illness, an employee is unable to take vacation leave in terms of clause 16.10.2.1, or if his vacation leave is converted into sick leave in terms of clause 16.12.5.1, he shall be credited with the vacation leave which otherwise would have been deducted from his leave credit over and above the maximum stipulated in clauses 16.10.3.1 and 16.10.3.2 and shall be allowed to take the same within 12 months of such conversion.

16.13 Sick leave without pay

An employee to whom the maximum period of sick leave has been granted in terms of clauses 16.7.1.2 and 16.12 may be granted sick leave without pay for not more than 260 working days in any cycle if the council is satisfied that such an employee is not permanently incapacitated to resume his duties.

16.14 Granting of sick leave

16.14.1 Sick leave shall be granted only in connection with an employee's absence from duty owing to illness, indisposition or injury which is not the result of his misconduct or lack of proper precautions.

16.14.2 In the case of nervous disorders, insomnia, debility or a similar less well-defined illness or indisposition, sick leave shall be granted only if the council is satisfied that the employee's state of health—

16.14.2.1 renders him unfit for his work; and

16.14.2.2 does not arise from his failure to make use of vacation leave.

16.14.3 The council may at any time require an employee to submit himself to an examination by a registered medical practitioner or dentist appointed by the council, and the cost of such examination shall be borne by the council.

16.14.4.1 If an employee is absent from duty owing to illness for a continuous period of more than three working days, sick leave may be granted to him only if he submits a certificate of indisposition issued by a registered medical practitioner or dentist, or in the form of Schedule A.

16.14.4.2 The council may require a certificate referred to in clause 16.14.4.1 to be submitted in respect of a period of three working days or less.

16.14.5 Sick leave on full pay in respect of which a certificate referred to in clause 16.14.4.1 has not been submitted, may be granted for a maximum of 12 working days during any year of service, and in respect of any further such absence, vacation leave with or without pay shall be granted.

16.12.4.1 Indien 'n werknemer skriftelik daarom aansoek doen, kan die vakansieverlof wat hy in sy krediet het aan hom toegestaan word in plaas van siekteverlof met halwe besoldiging of sonder besoldiging, mits die raad daarvan oortuig is dat die werknemer op daardie tydstop nie permanent ongeskik is om sy normale pligte te hervat nie.

16.12.4.2 As vakansieverlof soos in klousule 16.12.4.1 beoog aan 'n werknemer toegestaan is en hy ten opsigte daarvan betaling ontvang het, kan dit nie daarna in siekteverlof omgesit word nie.

16.12.5.1 As 'n werknemer aan wie vakansieverlof toegestaan is, weens siekte deur 'n geregistreerde geneesheer of tandarts as hospitaal- of bedgebonde gesertifiseer word nadat sy vakansieverlof begin het, moet die gedeelte van sy vakansieverlof waartydens hy aldus as hospitaal- of bedgebonde gesertifiseer is in siekteverlof omgesit word by indiening van die voorgeskrewe sertifikaat deur sodanige geneesheer of tandarts.

16.12.5.2 As 'n werknemer weens siekte nie in staat is om vakansieverlof ingevolge klousule 16.10.2.1 te neem nie, of as sy vakansieverlof ingevolge klousule 16.12.5.1 in siekteverlof omgesit word, moet hy met die vakansieverlof wat andersins van sy verlofkrediet afgetrek sou word, gekrediteer word bo en behalwe die maksimum bepaal by klousules 16.10.3.1 en 16.10.3.2 en toegelaat word om dit binne 12 maande na sodanige omsetting neem.

16.13 Siekteverlof sonder besoldiging

Aan 'n werknemer aan wie die maksimum tydperk siekteverlof ingevolge klousules 16.7.1.2 en 16.12 toegestaan is, kan siekteverlof sonder besoldiging van hoogstens 260 werkdade in 'n siklus toegestaan word as die raad daarvan oortuig is dat so 'n werknemer nie permanent ongeskik is om sy pligte te hervat nie.

16.14 Toestaan van siekteverlof

16.14.1 Siekteverlof word toegestaan slegs in verband met 'n werknemer se afwesigheid van diens weens siekte, ongesteldheid of besering wat nie te wyte is aan sy wangedrag of gebrek aan behoorlike voorsorg nie.

16.14.2 In die geval van senuwee-aandoenings, slapeloosheid, swakheid of 'n dergelike minder goed omskrewe siekte of ongesteldheid word siekteverlof toegestaan slegs as die raad daarvan oortuig is dat die werknemer se gesondheidstoestand—

16.14.2.1 hom ongeskik maak vir sy werk; en

16.14.2.2 nie voortvloei uit sy versuim om van vakansieverlof gebruik te maak nie.

16.14.3 Die raad kan te eniger tyd vereis dat 'n werknemer hom onderwerp aan 'n ondersoek deur 'n geregistreerde geneesheer of tandarts deur die raad aangestel en die koste van so 'n ondersoek word deur die raad betaal.

16.14.4.1 As 'n werknemer weens siekte van diens afwesig is vir 'n aaneenlopende tydperk van langer as drie werkdade, kan siekteverlof aan hom toegestaan word slegs as hy 'n sertifikaat van ongesteldheid uitgereik deur 'n geregistreerde geneesheer of tandarts, of in die vorm van Bylae A, indien.

16.14.4.2 Die raad kan vereis dat 'n sertifikaat in klousule 16.14.4.1 bedoel, ten opsigte van 'n tydperk van drie werkdade of minder ingedien word.

16.14.5 Siekteverlof met volle besoldiging ten opsigte waarvan 'n sertifikaat bedoel in klousule 16.14.4.1 nie ingedien is nie, kan toegestaan word vir hoogstens 12 werkdade gedurende 'n diensjaar, en ten opsigte van enige verdere sodanige afwesigheid moet vakansieverlof met of sonder besoldiging toegestaan word.

16.14.6 Notwithstanding the submission of a certificate as contemplated in clause 16.14.4.1, the council may, after an examination in terms of clause 16.14.3, refuse to grant paid sick leave in respect of any absence from duty to which the certificate relates, and in such an event the absence shall be regarded as special leave without pay.

16.14.7 The council may, on the recommendation of a registered medical practitioner or dentist, compel an employee who, in the council's opinion, is so indisposed that he cannot perform his duties properly, to take sick leave.

16.15 Sick leave granted to alcoholics and drug addicts

Sick leave shall be granted to an employee who is certified by a registered medical practitioner as an alcoholic or a drug addict and who is prepared to receive treatment voluntarily: Provided that—

16.15.1 he shall subject himself for treatment as a patient at an approved institution for a period of at least two weeks: Provided further that where the employee lives far away from such institution, the council may grant permission for the treatment of the employee by a local registered medical practitioner as an out-patient in accordance with the directions of such institution;

16.15.2 after the expiry of the period stated in clause 16.5.1, the employee shall report daily for out-patient treatment at the institution or by the registered medical practitioner for a further period of one month and to the satisfaction of the institution or the registered medical practitioner, as the case may be;

16.15.3 after the expiry of the period stated in clause 16.15.2, the employee shall attend lectures at the institution or by the registered medical practitioner in accordance with the directions of the institution or the registered medical practitioner for a further period of one month and to the satisfaction of the institution or the registered medical practitioner, as the case may be;

16.15.4 after the periods stated above, the employee shall submit to the town clerk written proof by the head of the institution or by the registered medical practitioner, as the case may be, that he has complied with all the requirements prescribed above;

16.15.5 sick leave as stated above shall not be granted to an employee on more than one occasion without the express permission of the council.

16.16 Special sick leave

16.16.1 An employee who is absent from duty owing to an injury arising out of his duties and occurring in the course thereof or owing to an illness contracted in the course of and as a result of his duties, shall be granted special sick leave on full pay for the period during which he is unfit to perform his usual duties and, if the case falls within the ambit of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), the amount payable to him in terms of that Act by means of periodic payments of his monthly earnings, shall be paid over to the council.

16.16.2 If an employee to whom special sick leave has been granted in terms of clause 16.16.1 is unable as a result thereof to take vacation leave in terms of clause 16.10.2.1, he shall be credited with the vacation leave which would otherwise have been deducted from his leave credit, over and above the maximum fixed in clauses 16.10.3.1 and 16.10.3.2 and be allowed to take it within 12 months after resumption of duty.

16.14.6 Ondanks die indiening van 'n sertifikaat soos in klousule 16.14.4.1 beoog, kan die raad, na 'n ondersoek kragtens klousule 16.14.3, weier om siekteverlof met besoldiging toe te staan ten opsigte van afwesigheid van diens waarop die sertifikaat betrekking het, en in so 'n geval word die afwesigheid geag spesiale verlof sonder besoldiging te wees.

16.14.7 Die raad kan op aanbeveling van 'n geregistreerde geneesheer of tandarts 'n werknemer wat na die mening van die raad so ongestel is dat hy sy pligte nie behoorlik kan verrig nie, verplig om siekteverlof te neem.

16.15 Siekteverlof toegestaan aan alkoholiste en dwelmverslaafdes

Siekteverlof word toegestaan aan 'n werknemer wat deur 'n geregistreerde geneesheer gesertifiseer word as 'n alkoholiste of 'n dwelmverslaafde en wat bereid is om vrywillig behandeling te ondergaan: Met dien verstande dat—

16.15.1 hy hom vir 'n tydperk van minstens twee weke as pasiënt in 'n goedgekeurde inrigting aan behandeling onderwerp: Met dien verstande voorts dat waar die werknemer ver van so 'n inrigting woon, die raad toestemming kan verleen vir die behandeling van die werknemer deur 'n plaaslike geregistreerde geneesheer as 'n buitepasiënt ooreenkomstig die voorskrifte van sodanige inrigting;

16.15.2 die werknemer hom na verloop van die tydperk gemeld in klousule 16.15.1 daaglik aanmeld vir buitepasiëntbehandeling by die inrigting of deur die geregistreerde geneesheer vir 'n verdere tydperk van een maand en tot bevrediging van die inrigting of die geregistreerde geneesheer, na gelang van die geval;

16.15.3 die werknemer na verloop van die tydperk gemeld in klousule 16.15.2 lesings bywoon by die inrigting of die geregistreerde geneesheer ooreenkomstig die voorskrifte van die inrigting of die geregistreerde geneesheer, vir 'n verdere tydperk van een maand en tot bevrediging van die inrigting of die geregistreerde geneesheer, na gelang van die geval;

16.15.4 die werknemer na die tydperke hierbo gemeld aan die stadsklerk skriftelike bewys lewer van die hoof van die inrigting of van die geregistreerde geneesheer, na gelang van die geval, dat hy aan al die vereistes hierbo voorgeskryf, voldoen het;

16.15.5 siekteverlof soos hierbo gemeld, nie by meer as een geleentheid aan 'n werknemer toegestaan word sonder die uitdruklike toestemming van die raad nie.

16.16 Spesiale siekteverlof

16.16.1 Aan 'n werknemer wat van diens afwesig is weens 'n besering wat uit sy pligte voortspruit en in die loop daarvan plaasgevind het of weens 'n siekte wat in die loop van en as gevolg van sy pligte opgedoen is, moet spesiale siekteverlof met volle besoldiging toegestaan word vir die tydperk waartydens hy ongeskik is om sy gewone pligte te verrig, en indien die geval binne die bestek van die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993 (Wet No. 130 van 1993), val, moet die bedrag wat kragtens daardie Wet by wyse van periodieke uitkerings van sy maandelikse verdienste aan hom betaalbaar is, aan die raad oorbetal word.

16.16.2 As 'n werknemer aan wie spesiale siekteverlof ingevolge klousule 16.16.1 toegestaan is, as gevolg daarvan nie in staat is om vakansieverlof ingevolge klousule 16.10.2.1 te neem nie, moet hy met die vakansieverlof wat andersins van sy verlofkrediet afgetrek sou word, gekrediteer word bo en behalwe die maksimum bepaal by klousules 16.10.3.1 en 16.10.3.2 en toegelaat word om dit binne 12 maande na dienshervatting te neem.

16.16.3 Special sick leave in terms of clause 16.16.1 shall not be granted if the council is of the opinion that the injury or illness is due to gross and wilful misconduct of the employee.

16.16.4 The provisions of clauses 16.14.3, 16.14.4.1, 16.14.4.2 and 16.14.6 shall *mutatis mutandis* be applicable to the granting of special sick leave.

16.17 Special leave

16.17.1 Special leave on full salary or wage shall be granted to an employee when he—

16.17.1.1 sits for an examination prescribed or approved by the council;

16.17.1.2 is to remain in quarantine on the instructions of a registered medical practitioner;

16.17.1.3 has been arrested or is to appear in court on a criminal charge and is later acquitted or the charge is withdrawn;

16.17.1.4 performs compulsory military service or undergoes military training in terms of the Defence Act, 1957: Provided that according to its merits, payment may be considered when voluntary service is being rendered;

16.17.1.5 after the council has given permission that he may become a member of the reserve police force, is undergoing full-time training, attending a compulsory shooting practice or is called up for service in connection with the prevention or suppression of riots and other emergency conditions;

16.17.1.6 performs police duty in terms of the Police Act;

16.17.1.7 is attending a meeting or conference approved by the council;

16.17.1.8 is doing overtime or works on public holidays without monetary consideration;

16.17.1.9 gives evidence in a court case after a summons has been served on him;

16.17.1.10 applies for compassionate leave, which shall not exceed three days per event, in order to attend the funeral of a member of his family or close relative.

16.17.2 Special leave on full pay may be granted to an employee in order to prepare him for an examination referred to in clause 16.17.1.1: Provided that the number of working days, leave granted for study purposes shall not exceed the number of days on which the employee is actually sitting for the examination.

16.17.3 Special leave on full pay not exceeding three working days per event may be granted to an employee to enable such employee to take part in a bona fide sportsmeeting at provincial and higher level.

16.17.4 Special leave granted in terms of clauses 16.17.1, 16.17.2 and 16.17.3 shall include any time actually and necessarily taken up by travelling for the purposes for which the leave is granted.

16.17.5 If special leave is granted to an employee in terms of clause 16.17.1.4, 16.17.1.5 or 16.17.1.6, his military emoluments shall not be paid to the council unless the council determines otherwise.

16.17.6 Before special leave is granted to an employee for compulsory basic military or police training, a written undertaking shall be furnished in the form of Schedule B. If no such undertaking is furnished, unpaid special leave shall be granted for the period of absence from duty for this purpose.

16.16.3 Spesiale siekteverlof ingevolge klousule 16.16.1 word nie toegestaan nie as die raad van mening is dat die besering of siekte aan growwe en opstelike wangedrag van die werknemer toe te skryf is.

16.16.4 Klousules 16.14.3, 16.14.4.1, 16.14.4.2 en 16.14.6 is *mutatis mutandis* van toepassing op die toestaan van spesiale siekteverlof.

16.17 Spesiale verlof

16.17.1 Spesiale verlof met volle salaris of loon word aan 'n werknemer toegestaan wanneer hy—

16.17.1.1 'n eksamen aflê wat deur die raad voorgeskryf of goedgekeur is;

16.17.1.2 in opdrag van 'n geregistreerde geneesheer onder kwarantyn moet bly;

16.17.1.3 gevange geneem is of voor die hof moet verskyn op 'n kriminele aanklag en later vrygespreek word of die aanklag teruggetrek word;

16.17.1.4 ingevolge die Verdedigingswet, 1957, verpligte militêre diens doen of militêre opleiding ondergaan: Met dien verstande dat daar volgens meriete betaling oorweeg kan word wanneer vrywillige diens verrig word;

16.17.1.5 nadat die raad toestemming verleen het dat hy lid mag word van die reserwe-polisiemag, voltydse opleiding ondergaan, 'n verpligte skietoefening bywoon of opgeroep word vir diens in verband met die voorkoming of onderdrukking van onluste en ander noodtoestande;

16.17.1.6 ingevolge die Polisie wet polisie diens verrig;

16.17.1.7 'n vergadering of konferensie bywoon wat deur die raad goedgekeur is;

16.17.1.8 sonder geldelike vergoeding oortyd diens verrig of op openbare feesdae werk;

16.17.1.9 in 'n hofgeding getuig nadat 'n dagvaarding aan hom beteken is;

16.17.1.10 aansoek doen om deernisverlof, wat nie drie dae per geval te bowe mag gaan nie, ten einde die begrafnis van 'n gesinslid of nabye bloedverwant by te woon.

16.17.2 Spesiale verlof met volle besoldiging kan aan 'n werknemer toegestaan word om hom voor te berei vir 'n eksamen in klousule 16.17.1.1 bedoel: Met dien verstande dat die aantal werkdae verlof wat vir studietoeloesing toegestaan word, nie die aantal dae waarop die werknemer werklik eksamen aflê te bowe gaan nie.

16.17.3 Spesiale verlof met volle besoldiging van hoogstens drie werkdae per geval kan aan 'n werknemer toegestaan word om sodanige werknemer in staat te stel om aan 'n bona fide-sportbyeenkoms op provinsiale en hoër vlak deel te neem.

16.17.4 Spesiale verlof wat ingevolge klousules 16.17.1, 16.17.2 en 16.17.3 toegestaan word, moet die tyd insluit wat werklik en noodsaaklikerwys deur reise vir die doeleindes waarvoor die verlof toegestaan word, in beslag geneem word.

16.17.5 As spesiale verlof ingevolge klousule 16.17.1.4, 16.17.1.5 of 16.17.1.6, aan 'n werknemer toegestaan word, moet sy soldy nie aan die raad oorbetal word nie, tensy die raad anders bepaal.

16.17.6 Alvorens spesiale verlof vir verpligte basiese militêre of polisie-opleiding aan 'n werknemer toegestaan word, moet 'n skriftelike onderneming in die vorm van Bylae B verstrek word. Indien so 'n onderneming nie verstrek word nie, moet spesiale verlof sonder betaling toegestaan word vir die tydperk van afwesigheid van diens vir dié doel.

16.18 Partly paid special leave for a confinement

The council may, on the recommendation of a registered medical practitioner, grant special leave to a female employee at a rate of 30 per cent of such employee's normal salary for a period not exceeding 60 working days for confinement purposes, with a maximum of two confinements, on condition that the relative employee has completed a year's service with the relative employer. The council may also grant such special leave of a female employee who adopts a child of the age of six months or younger on the aforementioned conditions, but only with a maximum of eight weeks (40 working days) after such legal adoption per legal adoption case (e.g. twins) in terms of the legal prescribed adoption procedure: Provided that further leave without remuneration may be granted in exceptional cases with exemption by the Industrial Council.

16.19 Leave counting for purposes of leave and salary increment

Absence on unpaid leave amounting in the aggregate to more than 20 working days in the year of service shall not be regarded as service for purposes of leave and salary increment.

16.20 Exceptional cases

The council may, in consultation with the Industrial Council, grant to an employee leave for which this Agreement does not provide.

16.21 Resumption of duty before leave has expired

Except with the council's approval, an employee shall not resume his duties before the leave grant to him has expired.

16.22 Paying out of accumulated vacation leave

16.22.1 When payment takes place

16.22.1.1 On termination of an employee's services, the value of the vacation leave standing to his credit on the date of such termination shall, subject to the provisions of clause 16.22.2, be paid out to him.

16.22.1.2 An employee shall, in respect of a year which is uncompleted on the date on which the employee's services terminate, be credited with the number of working days' vacation leave calculated in accordance with the formula $\frac{A \times B}{250}$,

which represents the following:

A—the number of working days the employee has been in the service of the council in the uncompleted year;

B—his annual accrual in terms of clause 16.7; and

250—the number of working days per annum.

16.22.2 Maximum leave payment

Notwithstanding the provisions of clause 16.10.3.1, payment for leave shall be made for a maximum of 160 working days: Provided that payment shall be made for a maximum of 250 working days in respect of all leave standing to the credit of an employee on retirement or death.

16.22.3 Calculation of leave payment

Payment for leave shall be calculated in accordance with the formula $\frac{A \times B}{250}$, which represents the following:

A—the annual salary and pensionable allowances on the last working day;

B—the employee's vacation leave credit on that day; and

250—the number of working days per annum.

16.18 Spesiale verlof met gedeeltelike betaling vir 'n bevalling

Die raad kan op aanbeveling van 'n geregistreerde geneesheer spesiale verlof vir bevallingsdoeleindes aan 'n vroulike werknemer toestaan teen 'n tarief van 30 persent van sodanige werknemer se normale salaris vir 'n tydperk van hoogstens 60 werkdade, met 'n maksimum van twee bevallings, op voorwaarde dat die betrokke werknemer 'n jaar diens by die betrokke werkgewer voltooi het. Die raad kan ook sodanige spesiale verlof aan 'n vroulike werknemer wat 'n kind van die ouderdom van ses maande of jonger aanneem, toestaan op voormelde voorwaardes, maar slegs met 'n maksimum van agt weke (40 werkdade) na sodanige wettige aanneming per wettige aannemingsgeval (bv. 'n tweeling) ooreenkomstig die wetlike voorgeskrewe aannemingsprosedure: Met dien verstande dat verdere verlof sonder besoldiging in buitengewone gevalle toegestaan kan word met vrystelling deur die Nywerheidsraad.

16.19 Verlof wat vir doeleindes van verlof en salarisverhoging tel

Afwesigheid met verlof sonder besoldiging wat in 'n diensjaar altesaam meer as 20 werkdade beloop, word vir die doeleindes van verlof en salarisverhoging nie as diens beskou nie.

16.20 Buitengewone gevalle

Die raad kan in oorleg met die Nywerheidsraad aan 'n werknemer verlof toestaan waarvoor hierdie Ooreenkoms nie voorsiening maak nie.

16.21 Hervatting van diens voordat verlof verstryk het

Behalwe met die raad se goedkeuring, mag 'n werknemer nie sy dienste hervat nie voordat die verlof wat aan hom toegestaan is, verstryk het.

16.22 Uitbetaling van opgelope vakansieverlof

16.22.1 Wanneer uitbetaling geskied

16.22.1.1 Wanneer 'n werknemer se dienste eindig, moet die waarde van die vakansieverlof wat in sy krediet staan op die datum waarop sy dienste eindig, behoudens klousule 16.22.2 aan hom uitbetaal word.

16.22.1.2 'n Werknemer moet ten opsigte van 'n jaar wat onvoltooid is op die datum waarop die werknemer se dienste eindig, gekrediteer word met die aantal werksdae vakansieverlof bereken volgens die formule $\frac{A \times B}{250}$,

wat die volgende verteenwoordig:

A—die getal werkdade wat die werknemer in die onvoltooidde jaar in diens van die raad was;

B—sy jaarlikse aanwas ingevolge klousule 16.7; en

250—die getal werkdade per jaar.

16.22.2 Maksimum verlofuitbetaling

Ondanks klousule 16.10.3.1 moet verlofuitbetaling vir hoogstens 160 werkdade geskied: Met dien verstande dat uitbetaling vir hoogstens 250 werkdade geskied ten opsigte van alle verlof wat by afrede of afsterwe in 'n werknemer se krediet staan.

16.22.3 Berekening van verlofuitbetaling

Die verlofuitbetaling moet bereken word volgens die formule $\frac{A \times B}{250}$, wat die volgende verteenwoordig:

A—die jaarlikse salaris en pensioendraende toelaes op die laaste werkdag;

B—die werknemer se vakansieverlofkrediet op daardie dag; en

250—die getal werkdade per jaar.

16.22.4 To whom leave payment shall be made

Payment for leave shall be made to the employee, or in the case of his death, to his estate.

16.23 Paying out of annual vacation leave

At the request of an employee the council may convert to cash a number of days' vacation leave, subject to the compulsory number of days mentioned in clause 16.10.2.1. Provided that—

16.23.1 such leave payment is done once only within a specific financial year on the entrance date;

16.23.2 for budget purposes the relative employee exert a choice during February of each year in respect of paying out of vacation leave for the following financial year, stating the number of days which is to be so converted;

16.23.3 only leave earned in the relative year of service may be converted in terms hereof.

16.24 Long-service recognition scheme

16.24.1 In addition to the provisions of clause 16.7.1.1, an employee shall qualify for the following additional leave as recognition for service at the same employer, which shall be paid out respectively once only on the date on which the various periods of continuous service have been completed, as follows:

- After 10 years' service—10 working days.
- After 15 years' service—20 working days.
- After 20 years' service—30 working days.
- After 25 years' service—30 working days.
- After 30 years' service—30 working days.
- After 35 years' service—30 working days.
- After 40 years' service—30 working days.
- After 45 years' service—30 working days.

16.24.2 The leave mentioned in clause 16.24.1 may be wholly or partially converted on the date on which the employee qualifies therefor or at any stage thereafter, notwithstanding the provisions of clauses 16.10.3.1 and 16.22.2.

16.24.3 The recognition of service at the same employer shall be calculated as from the date of appointment of the employee: Provided that the date shall not be earlier than 1 July 1986, with exclusions as determined by the Industrial Council per circular in respect of an employee who has had 20 years' or longer service on 1 July 1986.

16.25 Vacation leave bonus.

16.25.1 An employee shall qualify for the payment of a non-pensionable leave bonus equal to one month's salary after completion of an uninterrupted period of 12 months' service at the same employer.

16.25.2 The payment of the leave bonus shall be done on the last working day prior to commencement of the employee's compulsory annual leave in terms of clause 16.10.2.1; Provided that—

16.25.2.1 an employee shall be entitled to only one payment in respect of a service year and that, subject to clause 16.25.2.2, not more than one payment shall be made in a financial year; and

16.25.2.2 where an employee is prohibited to go on leave by the urgent necessity of his service during a specific year, he shall be entitled to more than one payment during the following service year;

16.25.2.3 an employee who has already completed a year's service, but was prevented from taking his annual leave, shall be entitled to the payment of a leave bonus in respect of such completed year of service on termination of service; and

16.25.2.4 no *pro rata* payment of a leave bonus in respect of an uncompleted year of service shall be made in the case of resignation, with the exception of a case of retirement or death.

16.22.4 Aan wie verlofuitbetaling moet geskied

Die verlofuitbetaling moet aan die werknemer of, in die geval van sy dood, aan sy boedel geskied.

16.23 Uitbetaling van jaarlikse vakansieverlof

Die raad kan op versoek van 'n werknemer 'n aantal dae vakansieverlof, behoudens die verpligte getal dae vermeld in klousule 16.10.2.1, in kontant omsit: Met dien verstande dat—

16.23.1 sodanige verlofuitbetaling slegs een maal binne 'n bepaalde finansiële jaar op die indienstredingsdatum geskied;

16.23.2 vir begrotingsdoeleindes die betrokke werknemer gedurende Februarie van elke jaar 'n keuse uitoefen ten opsigte van vakansieverlofuitbetaling vir die daaropvolgende finansiële jaar, met vermelding van die aantal dae wat afgekoop word;

16.23.3 slegs verlof verwerf in die betrokke diensjaar hierkragtens afgekoop kan word.

16.24 Langdienserkenningskema

16.24.1 Benewens die bepaling van klousule 16.7.1.1 kwalifiseer 'n werknemer, ter erkenning van diens by dieselfde werkgever, vir die volgende bykomende verlof, wat onderskeidelik slegs een maal op die datum waarop die onderskeie tydperke deurlopende diens voltooi is, soos volg uitbetaal word:

- Na 10 jaar diens—10 werkdade.
- Na 15 jaar diens—20 werkdade.
- Na 20 jaar diens—30 werkdade.
- Na 25 jaar diens—30 werkdade.
- Na 30 jaar diens—30 werkdade.
- Na 35 jaar diens—30 werkdade.
- Na 40 jaar diens—30 werkdade.
- Na 45 jaar diens—30 werkdade.

16.24.2 Die verlof vermeld in klousule 16.24.1 is in die geheel of gedeeltelik afkoopbaar op die datum waarop die werknemer daarvoor kwalifiseer of op enige stadium daarna, ondanks die bepaling van klousules 16.10.3.1 en 16.22.2.

16.24.3 Die erkenning van diens by dieselfde werkgever word bereken vanaf die werknemer se aanstellingsdatum: Met dien verstande dat die datum nie vroeër as 1 Julie 1986 is nie, met uitsonderings soos deur die Nywerheidsraad per omsendbrief bepaal ten opsigte van 'n werknemer wat op 1 Julie 1986 reeds 20 jaar of langer diens gehad het.

16.25 Vakansieverlofbonus.

16.25.1 'n Werknemer kwalifiseer na voltooiing van 'n ononderbroke tydperk van 12 maande diens by dieselfde werkgever vir die betaling van 'n nie-pensioendraende verlofbonus gelykstaande met een maand se salaris.

16.25.2 Die uitbetaling van die verlofbonus geskied op die laaste werkdag voor die aanvang van die werknemer se verpligte jaarlikse verlof ingevolge klousule 16.10.2.1: Met dien verstande dat—

16.25.2.1 'n werknemer op slegs een betaling ten opsigte van 'n diensjaar geregtig is en dat, behoudens klousule 16.25.2.2, hoogstens een betaling in 'n finansiële jaar geskied; en

16.25.2.2 waar 'n werknemer gedurende 'n bepaalde diensjaar deur die dringende noodsaaklikheid van sy diens verhinder word om met verlof te gaan, hy gedurende die daaropvolgende diensjaar op meer as een betaling geregtig is; en

16.25.2.3 'n werknemer wat reeds 'n diensjaar voltooi het, maar verhinder is om sy jaarlikse verlof te neem, by diensbeëindiging geregtig is op die betaling van 'n verlofbonus ten opsigte van sodanige voltooide diensjaar; en

16.25.2.4 geen *pro rata*-uitbetaling van 'n verlofbonus ten opsigte van 'n onvoltooide diensjaar in die geval van bedanking geskied nie, met uitsondering van 'n geval van aftrede of afsterwe.

17. RETRENCHMENT

17.1 Purpose

The purpose of this policy and related guidelines is to provide the council with an agreed framework for deciding on and implementing retrenchment programmes so as to ensure that—

- 17.1.1 industrial relations stability is maintained;
- 17.1.2 retrenchment is considered to be fair and equitable;
- 17.1.3 the council's image is harmed in the least possible way; and
- 17.1.4 employees affected by the retrenchment will suffer the least possible prejudice and disruption.

17.2 Principles

17.2.1 For ease of reference, all three categories, namely redundancy, retrenchments and lay-off will hereinafter collectively be referred to as "retrenchment", unless specifically stated otherwise.

17.2.2 The council recognises that retrenchment may cause economic and other hardship for employees and will strive to avoid retrenchment if at all possible, by consideration of other alternatives first.

17.2.3 This policy shall apply in instances where the possibility arises for termination of services due to retrenchment on economic, technological or other grounds.

17.2.4 This policy shall not apply to the situation where the services of an employee is to be terminated for reasons of misconduct or incapacity.

17.2.5 The council recognises its duty to consult with relevant trade unions on issues relevant to the proposed retrenchment. The council also acknowledges the right of the trade union to contest the validity of any decision. If no consensus is reached, the council shall nevertheless be at liberty to proceed with its intended action: Provided that its action meets with the requirements of fairness and equity.

17.2.6 Until such time as a suitable retrenchment policy has been negotiated at Industrial Council level and has been promulgated in the *Government Gazette*, this policy as well as any part hereof, after consultation with any trade union or employees, shall be subject to the approval thereof by the Industrial Council and the promulgation thereof in the *Government Gazette* in terms of section 48 of Labour Relations Act, 1956 (Act No. 28 of 1956), as amended.

17.3 Retrenchment procedure

The council in principle agrees to implement the procedure set out hereunder in the case of retrenchments:

- 17.3.1 Steps to avoid or minimise retrenchments.
- 17.3.2 Drafting of a staff retrenchment programme, and the identification of selection criteria.
- 17.3.3 Sufficient prior notice to the trade union.
- 17.3.4 Proper prior consultation with the trade union.
- 17.3.5 Advising affected employees.
- 17.3.6 Affording assistance to affected employees.
- 17.3.7 Re-engagement and re-employment.
- 17.3.8 Severance benefits.

17. PERSONEELVERMINDERING

17.1 Doel

Die doel van hierdie beleid en gepaardgaande riglyne is om die raad te voorsien van 'n ooreengekome raamwerk vir besluitneming oor en die implementering van personeelverminderingsprogramme ten einde te verseker dat—

- 17.1.1 stabiliteit in arbeidsverhoudinge gehandhaaf word;
- 17.1.2 'n personeelvermindering as regverdig en billik beskou word;
- 17.1.3 die raad se beeld so min as moontlik geskaad word; en
- 17.1.4 werknemers wat deur die personeelvermindering geraak word die mins moontlike benadeling en ontwrigting verduur.

17.2 Beginsels

17.2.1 Vir makliker verwysing word drie kategorieë, naamlik oortolligheid, personeelvermindering en tydelike ontslag, hierna gesamentlik "vermindering" genoem, tensy uitdruklik anders vermeld.

17.2.2 Die raad erken dat vermindering ekonomiese en ander ontberinge vir werknemers kan veroorsaak en sal poog om vermindering indien enigsins moontlik te vermy deur eers oorweging aan ander alternatiewe te skenk.

17.2.3 Hierdie beleid is van toepassing in gevalle waar die moontlikheid ontstaan vir diens beëindiging as gevolg van vermindering om ekonomiese, tegnologiese of ander redes.

17.2.4 Hierdie beleid is nie van toepassing in die geval waar die diens van 'n werknemer beëindig staan te word op grond van wangedrag of onbevoegdheid nie.

17.2.5 Die raad erken sy plig om met betrokke vakverenigings oorleg te pleeg oor kwessies betreffende die voorgenome vermindering. Die raad erken ook die reg van die vakvereniging om die geldigheid van enige besluit te betwis. As konsensus nie bereik word nie, staan dit die raad desnieteenstaande vry om met sy voorgenome optrede voort te gaan: Met dien verstande dat sy optrede aan die vereistes van regverdigheid en billikheid voldoen.

17.2.6 Tot tyd en wyl 'n geskikte verminderingsbeleid op Nywerheidsraadvlak beding is en in die *Staatskoerant* afgekondig is, is hierdie beleid, sowel as enige gedeelte daarvan, na oorlegpleging met enige vakvereniging of werknemers, onderworpe aan die goedkeuring daarvan deur die Nywerheidsraad en die promulgering daarvan in die *Staatskoerant* kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), soos gewysig.

17.3 Verminderingsprosedure

Die raad stem in beginsel in om die prosedure hieronder uiteengesit, in die geval van vermindering te implementeer:

- 17.3.1 Stappe om vermindering te vermy of tot die minimum te beperk.
- 17.3.2 Opstel van 'n personeelverminderingprogram, en die identifisering van seleksiekriteria.
- 17.3.3 Voldoende voorafgaande kennisgewing aan die vakvereniging.
- 17.3.4 Behoorlike voorafgaande oorlegpleging met die vakvereniging.
- 17.3.5 Inkennisstelling van die betrokke werknemers.
- 17.3.6 Verlening van bystand aan die betrokke werknemers.
- 17.3.7 Heraanstelling en herindiensneming.
- 17.3.8 Uittreevoordele.

17.4 Application of retrenchment procedure**17.4.1 Steps to avoid or minimise retrenchment**

As soon as the possibility of retrenchments arises, the council shall consider alternatives to avoid retrenchment. The methods of avoiding or limiting retrenchments will be influenced by the specific circumstances relating to each case. The following alternatives or combinations thereof shall, however, be considered but alternatives will not be limited to those listed below:

17.4.1.1 No recruitment of new staff and reliance on natural attrition of staff.

17.4.1.2 Elimination of overtime in the affected areas of operation, where applicable.

17.4.1.3 Retraining of affected employees coupled with re-employment or transfers to other departments of the organisation, skills and legislation permitting and with the consent of the employee: Provided that any refusal by the employee shall have no impediment or effect on the employer's rights in terms of clause 17.2.5.

17.4.1.4 Reconsidering sub-contracting and the possibility of doing such with internal resources.

17.4.1.5 Working of short time or, where practicable, work-sharing.

17.4.1.6 Ceasing of employment of casual workers.

17.4.1.7 Implementation of unpaid or partially-paid leave (for example lay-offs), beyond normal annual leave provisions (assuming all normal leave has been exhausted) with retention of fringe benefits, for example medical and pension benefits.

17.4.1.8 Implementation of an early retirement scheme.

17.4.1.9 A call for voluntary retrenchment by invitation of the employer with full package as determined by clause 17.4.8.

17.4.2 Drafting of a staff retrenchment programme and identification of selection criteria

Assuming all the possible alternatives in clauses 17.4.1.1 to 17.4.1.9 have been considered and are not feasible or have been exhausted, a retrenchment programme becomes necessary. The following criteria shall be used in the order listed below:

17.4.2.1 Step 1

- (a) Consideration of normal retirement of employees who have reached retirement age in accordance with the rules of the relevant pension fund and medical fund.
- (b) Consideration of early retirement of employees at the request of the council in accordance with the rules of the relevant pension fund and medical fund.
- (c) Consideration of medical or "ill health" retirement in accordance with the rules of the relevant pension fund and medical fund.

17.4.2.2 Step 2

- (a) Consideration of voluntary early retirement at the request of the employee in accordance with the rules of the relevant pension fund and medical fund.
- (b) Voluntary retrenchment at the request of the employee in accordance with the rules of the relevant pension fund and medical fund.

17.4 Aanwending van verminderingsprosedure**17.4.1 Stappe om vermindering te vermy of tot die minimum te beperk**

Sodra die moontlikheid van personeelvermindering ontstaan, moet die raad alternatiewe oorweeg om vermindering te vermy. Die metodes om vermindering te vermy of te beperk, sal deur die spesifieke omstandighede verbonde aan elke geval beïnvloed word. Die volgende alternatiewe, of kombinasies daarvan, moet egter oorweeg word, maar alternatiewe is nie beperk tot die ondervermelde nie:

17.4.1.1 Geen werwing van nuwe personeel nie en daarop staatmaak dat personeel op natuurlike wyse sal afneem.

17.4.1.2 Uitskakeling van oortyd op die bedryfsterrrein wat geraak word, waar van toepassing.

17.4.1.3 Heropleiding van die betrokke werknemers gepaardgaande met herindiensneming of verplasing na ander departemente van die organisasie, met inagneming van vaardigheid en wetgewing en met die toestemming van die werknemer: Met dien verstande dat enige weiering deur die werknemer geen beletsel of uitwerking op die werkgewer se regte ingevolge klousule 17.2.5 het nie.

17.4.1.4 Heroorweging van subkontraktering en die moontlikheid om sodanige werk met interne hulpbronne te verrig.

17.4.1.5 Kortere werkure werk of, waar prakties moontlik, werkdeling.

17.4.1.6 Beëindiging van aanwending van los werkers.

17.4.1.7 Implementering van onbetaalde of gedeeltelik betaalde verlof (byvoorbeeld tydelike ontslag), bo en behalwe normale jaarlikse verlofvoordele (met die veronderstelling dat alle normale verlof opgebruik is) met die behoud van byvoordele, byvoorbeeld mediese en pensioenvoordele.

17.4.1.8 Implementering van 'n vroeë-aftree-skema.

17.4.1.9 'n Beroep om vrywillige diensbeëindiging ter vermindering op uitnodiging van die werkgewer met volle pakket soos bepaal by klousule 17.4.8.

17.4.2 Opstel van 'n personeelverminderingprogram en identifisering van seleksiekriteria

Veronderstel dat al die alternatiewe in klousules 17.4.1.1 tot 17.4.1.9 oorweeg is en nie prakties uitvoerbaar is nie, of uitgeput is, dan word 'n verminderingprogram noodsaaklik. Die volgende kriteria moet gebruik word in die volgorde hieronder gelys:

17.4.2.1 Stap 1

- (a) Oorweging van normale aftrede van werknemers wat ooreenkomstig die reëls van die betrokke pensioenfonds en mediese fonds die aftree-ouderdom bereik het.
- (b) Oorweging van vroeë aftrede van werknemers op versoek van die raad ooreenkomstig die reëls van die betrokke pensioenfonds en mediese fonds.
- (c) Oorweging van aftrede op mediese gronde of weens swak gesondheid ooreenkomstig die reëls van die betrokke pensioenfonds en mediese fonds.

17.4.2.2 Stap 2

- (a) Oorweging van vrywillige vroeë aftrede op versoek van die werknemer ooreenkomstig die reëls van die betrokke pensioenfonds en mediese fonds.
- (b) Vrywillige diensbeëindiging ter vermindering op versoek van die werknemer ooreenkomstig die reëls van die betrokke pensioenfonds en mediese fonds.

17.4.2.3 Step 3

17.4.2.3.1 Selection of employees using the following criteria, either in isolation or in combinations:

- (a) Special skills, training and experience.
- (b) Age and health.
- (c) Merit: Provided that documented evidence shall be required in respect of matters such as work performance, attendance, time keeping and work behaviour.
- (d) Seniority (job level, rank or level).
- (e) Length of service (LIFO).

17.4.2.3.2 In applying the above criteria the selection of employees to be retrenched must be fair. Non-union members should not receive more favourable treatment than the union members and there should be no racial or other discrimination, perceived or otherwise.

17.4.2.3.3 In regard to selection criteria the council must establish objective and reasonable criteria which, as far as possible, do not depend solely on the opinion of the person making this selection but can be measured objectively against documentary proof.

17.4.2.3.4 Subject to the right of the employer to take a final decision and notwithstanding the right of the trade union to contest such decision, a monitoring committee, consisting of an equal number of employer and employee representatives, shall be appointed to judge the fairness and equity of the criteria mentioned in clause 17.4.2.3.1.

17.4.3 Sufficient prior notice to the trade union

After the retrenchment programme has been drafted and all the steps described in clauses 17.3 and 17.4 have been taken, sufficient notice must be given to the employee and the trade union(s). Such notice shall be given by registered post, at least one calendar month prior to informing the employee of the intended termination of his service. If no trade union exists, proper prior notice as contemplated in this paragraph shall be given to the employees affected by the intended retrenchment. Since the main object of the notice is to initiate consultations with the trade union, such notice shall include the following:

17.4.3.1 The reasons for the intended retrenchment.

17.4.3.2 The alternatives considered and the reasons for their rejection or approval.

17.4.3.3 The number of employees involved including, if requested, age, length of service, position and names.

17.4.3.4 The method of selection for retrenchment.

17.4.3.5 The date and method of implementation.

17.4.3.6 The details of any severance benefits.

17.4.3.7 The intended periods of notice of termination of employment of the affected employees.

17.4.4 Proper prior consultation with the trade union

The council recognises the need for proper prior consultation in order to avoid or at least minimise industrial conflict that may arise as a result of its intention to retrench. The specific purposes of the consultation are set out more fully hereunder:

17.4.4.1 To explain the reasons for the proposed retrenchments and which alternative measures have been considered.

17.4.2.3 Stap 3

17.4.2.3.1 Keuring van werknemers waarby die volgende kriteria, hetsy afsonderlik of in kombinasie gebruik word:

- (a) Spesiale vaardighede, opleiding en ondervinding.
- (b) Ouderdom en gesondheid.
- (c) Meriete: Met dien verstande dat gedokumenteerde bewys gelewer word in verband met sake soos werkverrigting, bywoning, tydhouing en werksge-drag.
- (d) Senioriteit (vlakindeling, graad of vlak).
- (e) Lengte van diens (LIFO).

17.4.2.3.2 Met die toepassing van bogemelde kriteria moet die keuring van werknemers wat verminder gaan word, regverdig wees. Nie-lede van die vakvereniging moet nie gunstiger behandeling ontvang as die vakvereniginglede nie en daar moet geen rasse- of ander diskriminasie wees nie, waargenome of andersins.

17.4.2.3.3 Wat seleksiekriteria betref, moet die raad objektiewe en billike kriteria bepaal wat sover moontlik nie uitsluitlik op die mening van die persoon wat die keuring doen, berus nie, maar wat objektief aan dokumentêre bewyse gemeet kan word.

17.4.2.3.4 Behoudens die reg van die werkgewer om 'n finale besluit te neem en behoudens die reg van die vakvereniging om die besluit te betwis, word 'n moniteringskomitee, bestaande uit 'n gelyke aantal werkgewer- en werknemerverteenwoordigers, aangestel om die billikheid en regverdigheid van die kriteria bedoel in klousule 17.4.2.3.1 te beoordeel.

17.4.3 Voldoende voorafgaande kennisgewing aan die vakvereniging

Nadat die vermindingsprogram opgestel is en al die stappe beskryf in klousules 17.3 en 17.4 gedoen is, moet voldoende kennis aan die werknemer en die vakvereniging(s) gegee word. Sodanige kennisgewing geskied per geregistreerde pos, minstens een kalendermaand voordat die werknemer in kennis gestel word van die voorgenome beëindiging van sy diens. As daar nie 'n vakvereniging is nie, moet behoorlike kennis soos beoog in hierdie paragraaf gegee word aan die werknemers wat deur die voorgenome vermindering geraak word. Aangesien die hoofdoel van die kennisgewing is om oorlegpleging met die vakvereniging te inisieer, moet sodanige kennisgewing die volgende insluit:

17.4.3.1 Die redes vir die voorgenome vermindering.

17.4.3.2 Die alternatiewe wat oorweeg is en die redes vir die afwysing of goedkeuring daarvan.

17.4.3.3 Die getal werknemers wat geraak word, insluitende, indien versoek, die ouderdom, lengte van diens, rang en name.

17.4.3.4 Die metode van keuring vir vermindering.

17.4.3.5 Die datum en metode van implementering.

17.4.3.6 Die besonderhede van enige uitreevoordele.

17.4.3.7 Die voorgenome tydperke van kennisgewing van beëindiging van die dienste van die betrokke werknemers.

17.4.4 Behoorlike voorafgaande oorlegpleging met die vakvereniging

Die raad erken die noodsaaklikheid van behoorlike oorlegpleging vooraf om nywerheidskonflik te vermy of minstens tot die minimum te beperk, wat kan voorkom as gevolg van sy voorneme om personeel te verminder. Die spesifieke doelwitte van die oorlegpleging word hieronder vollediger uiteengesit:

17.4.4.1 Om 'n verduideliking te gee van die redes vir die voorgenome vermindering en watter alternatiewe maatreëls oorweeg is.

17.4.4.2 To provide information substantiating the reasons and the steps intended to be implemented by the employer as any of the alternatives require changes to terms and conditions of employment.

17.4.4.3 To discuss all the other issues referred to in clauses 17.4.2.1 to 17.4.3.7.

17.4.4.4 To endeavour to agree upon the timetable of the retrenchment and on various other aspects concerning retrenchments.

17.4.4.5 To hear representatives where the implementation of selection criteria will cause particular hardship.

17.4.5 *Advising affected employees*

In view of the emotive nature of retrenchments, the advising of employees and the preceding consultative process should be carefully planned and executed. The following steps should be followed once the trade union consultations have taken place and employees to be retrenched have been selected:

17.4.5.1 Advising management and supervision.

17.4.5.2 Advising the retrenched employees verbally on an individual basis and directing such employees to a person who is able to advise them in detail of severance benefits and generally provide counselling.

17.4.5.3 Providing the retrenched employees individually with a letter of termination of service immediately after them having been advised verbally of the retrenchments.

17.4.5.4 Explaining the situation to "non-retrenched" employees in the affected areas so that the negative effect on morale be minimised.

17.4.5.5 Explaining the situation to other parts of the organisation.

17.4.5.6 Where appropriate, explaining the situation to the media.

17.4.5.7 The notice period contained in the written notice referred to in clause 17.4.5.3 shall not be less than that provided for in the conditions of service. At the discretion of the council, payment in lieu of notice may be granted.

17.4.6 *Affording assistance to affected employees*

17.4.6.1 Immediately after the written notice of termination of service has been given to the affected employees, the council shall comply with the statutory requirements regarding the Unemployment Insurance Fund, and shall ensure that the record cards (UF 74) of retrenched workers are correctly completed so that there will be no delays in so far as the receipt of benefits is concerned.

17.4.6.2 Beyond assisting employees to obtain unemployment benefits from the relevant fund, the council shall as far as possible provide the affected employees with the following assistance:

- Allowing paid time off to attend interviews during the period of notice.
- Liaison with UIF officials to ensure that employee documentation is correctly and speedily processed.
- Providing employees with a certificate of service and a letter confirming that the employee was genuinely retrenched.
- Providing of a welfare and counselling service prior to actual date of termination, including such aspects as advice on job prospects and choices and assistance in preparing curriculum vitae.
- Waiver of notice where applicable, if alternative employment is obtained prior to the actual date of termination of service.

17.4.4.2 Om inligting te verstrek ter motivering van die redes en die stappe wat die werkgever voornemens is om te implementeer, aangesien enige van die alternatiewe veranderings aan die diensvoorwaardes verg.

17.4.4.3 Om al die ander aangeleenthede bedoel in klousules 17.4.2.1 tot 17.4.3.7 te bespreek.

17.4.4.4 Om te poog om eenstemmigheid te verkry aangaande die tydrooster vir die vermindering en aangaande verskeie ander aspekte rakende vermindering.

17.4.4.5 Om verteenwoordigers aan te hoor waar die implementering van seleksiekriteria besondere ontbering sal veroorsaak.

17.4.5 *Inkennisstelling van die betrokke werknemers*

Gesien die emosionele aard van vermindering moet die inkennisstelling van werknemers en die voorafgaande oorlegplegingsproses omsigtig beplan en uitgevoer word. Die volgende stappe moet gevolg word nadat oorlegpleging met die vakverenigings plaasgevind het en die werknemers wat verminder gaan word, gekeur is:

17.4.5.1 Inkennisstelling van die bestuur en toesig-houers.

17.4.5.2 Mondelinge inkennisstelling van die werknemers wat verminder word op 'n individuele basis en verwysing van sodanige werknemers na 'n persoon wat in staat is om hulle in besonderhede te adviseer oor uitreevoordele en om hulle in die algemeen voor te lig.

17.4.5.3 Voorsiening van elke individuele werknemer wat verminder word van 'n brief van diensbeëindiging onmiddellik nadat hy mondelings van die vermindering in kennis gestel is.

17.4.5.4 Verduideliking van die situasie aan die werknemers wat nie verminder word nie wat in die betrokke afdelings werksaam is, sodat die negatiewe uitwerking op die moreel tot die minimum beperk kan word.

17.4.5.5 Verduideliking van die situasie aan die ander gedeeltes van die organisasie.

17.4.5.6 Waar toepaslik, verduideliking van die situasie aan die media.

17.4.5.7 Die tydperk van kennisgewing vervat in die skriftelike kennisgewing in klousule 17.4.5.3 bedoel, mag nie korter wees nie as die waarvoor in die diensvoorwaardes voorsiening gemaak word. Betaling in plaas van kennisgewing kan na goeddunke van die raad toegestaan word.

17.4.6 *Verlening van bystand aan die betrokke werknemers*

17.4.6.1 Onmiddellik na die skriftelike kennisgewing van diensbeëindiging aan die betrokke werknemers moet die raad voldoen aan die statutêre vereistes betreffende die Werkloosheidsversekeringsfonds en moet hy toesien dat die rekordkaarte (UF 74) van die werknemers wat verminder word, korrek ingevul is sodat daar geen vertraging met betrekking tot die uitbetaling van voordele is nie.

17.4.6.2 Die raad moet benewens die bystand aan die werknemers om werkloosheidvoordele van die betrokke fonds te bekom, sover moontlik ook die volgende bystand aan die betrokke werknemers verleen:

- Vry tyd met betaling toestaan om gedurende die tydperk van kennisgewing onderhoude by te woon.
- Met WVF-beamptes skakel om te verseker dat werknemerdokumentasie korrek en spoedig verwerk word.
- Werknemers voorsien van 'n dienssertifikaat en 'n brief wat bevestig dat die werknemer se diens werklik weens vermindering beëindig is.
- 'n Welsyns- en voorligtingsdiens lewer voor die werklike datum van diensbeëindiging, met inbegrip van aspekte soos advies oor werkvooruitsigte en -keuses en bystand met die opstel van curriculum vitae.
- Van kennisgewing afsien, waar toepaslik, indien alternatiewe werk voor die werklike datum van diensbeëindiging bekom word.

17.4.7 Re-engagement and re-employment

17.4.7.1 A record of retrenched employees' names and addresses shall be kept for a period of one year from the date of termination of services. Should vacancies for which the retrenched employees may qualify arise in the council, such employees and the trade union shall be advised by telegram. These ex-employees shall receive first option for re-engagement, subject to the possession of appropriate skills and qualifications, and their applications being received within a specified period of time.

17.4.7.2 If a retrenched employee is re-engaged within a period of 12 months, previous service shall be recognised only for long-service recognition purposes.

17.4.7.3 Employees whose posts have become redundant and who are offered alternative employment at a similar or a higher post level and rate of pay and who reject such an offer, shall receive 50 per cent severance benefits.

17.4.7.4 Employees whose posts have become redundant and who are offered alternative employment at a lower post level but at the same rate of pay and who reject such an offer, shall receive full severance benefits.

17.4.8 Severance benefits

Employees shall be entitled to the benefits referred to hereunder should their services be terminated due to retrenchment:

17.4.8.1 Notice period

Retrenched employees shall receive a three-month written notice of termination of services: Provided that the council shall have the right to the payment of three months' salary in lieu of notice.

17.4.8.2 Annual bonus and leave pay

Retrenched employees shall receive a *pro rata* annual bonus as well as payment for accumulated leave.

17.4.8.3 Pension

Affected employees shall receive such pension benefits as provided for in the rules of the applicable pension fund, subject to the provisions of clause 17.4.8.6 hereunder.

17.4.8.4 Outstanding loans in respect of study or furniture removal schemes

The council shall release the affected employees from their indebtedness in respect of study loans or loans granted for the removal of furniture, calculated at the date of termination of service.

17.4.8.5 Outstanding car loans

Should any affected employee at the date of receipt of the notice of termination of service enjoy the benefit of a car loan, the following principles shall apply:

- (a) The council shall pay to the said employee an amount equal to nine months' travelling allowance in accordance with the council's transport allowance and loan scheme: Provided that such travelling allowance shall be calculated on the fixed cost base on the value of the motor vehicle, as determined by the Auto Dealers' Digest, on the date of termination of service, excluding any running costs as provided by the AA of South Africa from time to time.

17.4.7 Heraanstelling en herindiensneming

17.4.7.1 'n Rekord van die name en adresse van die werknemers wie se dienste weens vermindering beëindig is, moet vir 'n tydperk van een jaar vanaf die datum van diensbeëindiging bewaar word. Indien enige poste in die raad vakant raak waarvoor die werknemers wat verminder is, kwalifiseer, moet sodanige werknemers en die vakvereniging per telegram in kennis gestel word. Hierdie voormalige werknemers kry die eerste opsie vir heraanstelling, onderworpe aan die beskikking oor toepaslike vaardighede en kwalifikasies en daaraan dat hulle aansoeke binne 'n bepaalde tydperk ontvang word.

17.4.7.2 Indien 'n werknemer wie se diens weens vermindering beëindig is, binne 'n tydperk van 12 maande weer aangestel word, word vorige diens slegs vir langdienserkenning erken.

17.4.7.3 Werknemers wie se poste oortollig geword het en wat alternatiewe werk in en teen 'n soortelyke of 'n hoër vlakindeling en salarisskaal aangebied word en wat so 'n aanbod van die hand wys, ontvang 50 persent uitteevordele.

17.4.7.4 Werknemers wie se poste oortollig geword het en wat alternatiewe werk in 'n laer vlakindeling maar teen dieselfde salarisskaal aangebied word en wat so 'n aanbod van die hand wys, ontvang volle uitteevordele.

17.4.8 Uitteevordele

Werknemers is geregtig op die voordele hieronder vermeld indien hulle dienste weens personeelvermindering beëindig word:

17.4.8.1 Kennisgewingstermyn

Werknemers wie se dienste weens vermindering beëindig word, moet drie maande skriftelike kennisgewing van diensbeëindiging ontvang: Met dien verstande dat die raad die reg het op die betaling van drie maande se salaris in plaas van kennisgewing.

17.4.8.2 Jaarlikse bonus en verlofbetaling

Werknemers wie se dienste weens personeelvermindering beëindig word, moet 'n *pro rata* jaarlikse bonus sowel as betaling vir opgehoopte verlof ontvang.

17.4.8.3 Pensioen

Die betrokke werknemers ontvang, behoudens klousule 17.4.8.6 hieronder, die pensioenvoordele voorgeskrif in die reëls van die toepaslike pensioenfonds.

17.4.8.4 Uitstaande lenings ten opsigte van studie- of meubelvervoerskemas

Die raad moet die betrokke werknemers hulle skuld ten opsigte van studieleningen of lenings wat toegestaan is vir die vervoer van meubels kwytsteld, bereken op die datum van diensbeëindiging.

17.4.8.5 Uitstaande motorvoertuiglenings

Indien 'n werknemer wat deur personeelvermindering geraak word, op die datum van ontvangs van die kennisgewing van diensbeëindiging die voordeel van 'n motorvoertuiglening geniet, is die volgende beginsels van toepassing:

- (a) Die raad moet aan genoemde werknemer 'n bedrag gelyk aan nege maande se vervoertoelae ooreenkomstig die raad se vervoertoelae- en -leningskema betaal: Met dien verstande dat die vervoertoelae bereken word op die vaste koste gebaseer op die waarde van die motorvoertuig, soos bepaal deur die Auto Dealers' Digest, op die datum van diensbeëindiging, uitgesonderd enige lopende koste soos van tyd tot tyd deur die AA van Suid-Afrika bepaal.

- (b) Immediately upon receipt of the said notice of termination of service, the affected employee shall make suitable arrangements with the council for payment of the full outstanding loan.

17.4.8.6 *Housing guarantees issued by the council*

- (a) Should any affected employee at the date of receipt of the notice of termination of service own any fixed property bought through the council's housing agreement, in respect of which property the council had issued a guarantee to any recognised financial institution and such guarantee has not been cancelled at the date of termination of service such employee, the said employee shall immediately upon receipt of the said notice make suitable arrangements with the council and the relevant financial institution for the release of the guarantee.
- (b) Should the employee fail to arrange for the release of the said guarantee as contemplated in paragraph (a) above, the guarantee shall remain in full force and effect until such time as the guarantee is released by the financial institution when—
- the property in question is sold; or
 - 80 per cent of the valuation of the said property exceeds or equals the amount of the outstanding bond.
- (c) Should the guarantee remain in force as set out in paragraph (b) above, the council shall have a preference claim against any pension benefits payable to the employee. Accordingly the said employee shall receive no pension benefits until such time as an amount equal to the council's indebtedness in terms of the guarantee has been paid to the council either by the pension fund or the employee and the council has advised the pension fund in writing that its guarantee has been released. Accordingly the employee's pension benefits shall serve as security for the council's guarantee.

17.4.8.7 *Military service*

If any affected employee is at the date of receipt of the notice of termination of service under any obligation towards the council resulting from any military or related service done whilst in the council's employ, the council shall release the said employee from any such obligation.

17.4.8.8 *Severance pay*

Differentiated benefits shall be payable to employees with less than 10 years' service and those employees with 10 years' service and more, as follows:

- Less than 10 years' service—three weeks' salary for each completed year of service up to nine years, with a maximum of 27 weeks.
- 10 years' service and more—one week's salary for each completed year's service, up to a maximum of 12 weeks.

Signed at Pretoria this 3rd day of June 1994.

J. J. VAN ZYL,
Chairman.

J. S. SWANEPOEL,
First Vice-Chairman.

R. J. PRETORIUS,
Second Vice-Chairman.

- (b) Onmiddellik by ontvangs van genoemde kennisgewing van diensbeëindiging moet die betrokke werknemer gepaste reëlings met die raad tref vir die betaling van die volle uitstaande lening.

17.4.8.6 *Behuisingswaarborg deur die raad gegee*

- (a) Indien 'n werknemer wat deur personeelvermindering geraak word, op die datum van ontvangs van die kennisgewing van diensbeëindiging 'n vaste eiendom besit wat deur die raad se behuisingsooreenkoms gekoop is, ten opsigte van welke eiendom die raad 'n waarborg aan enige erkende finansiële instelling gegee het en sodanige waarborg nog nie op die datum van sodanige werknemer se diensbeëindiging gekanselleer is nie, moet genoemde werknemer onmiddellik by ontvangs van genoemde kennisgewing gepaste reëlings met die raad en die betrokke finansiële instelling tref vir die vrystelling van die waarborg.
- (b) Indien die werknemer nalaat om vir die vrystelling van genoemde waarborg te reël soos beoog in paragraaf (a) hierbo, bly die waarborg ten volle van krag totdat die waarborg deur die finansiële instelling vrygestel word wanneer—
- die betrokke eiendom verkoop is; of
 - 80 persent van die waardasie van genoemde eiendom die bedrag van die uitstaande verband te bowe gaan of daaraan gelyk is.

- (c) Indien die waarborg van krag bly soos uiteengesit in paragraaf (b) hierbo, het die raad 'n voorkeureis teen enige pensioenvoordele wat aan die werknemer betaalbaar is. Gevolglik ontvang genoemde werknemer geen pensioenvoordele nie tot tyd en wyl 'n bedrag gelyk aan die raad se verskuldigheid ingevolge die waarborg aan die raad betaal is, hetsy deur die pensioenfonds of deur die werknemer, en die raad die pensioenfonds skriftelik in kennis gestel het dat sy waarborg vrygestel is. Gevolglik dien die werknemer se pensioenvoordele as sekuriteit vir die raad se waarborg.

17.4.8.7 *Militêre diens*

Indien 'n werknemer wat deur personeelvermindering geraak word, op die datum van ontvangs van die kennisgewing van diensbeëindiging onder verpligting teenoor die raad staan as gevolg van enige militêre of verwante diens wat gedoen is terwyl hy in die raad se diens was, moet die raad genoemde werknemer van so 'n verpligting onthef.

17.4.8.8 *Uittreevergoeding*

Gedifferensieerde voordele is aan werknemers met minder as 10 jaar diens en werknemers met 10 jaar diens en meer soos volg betaalbaar:

- Minder as 10 jaar—drie weke se salaris vir elke voltooide jaar diens tot nege jaar, met 'n maksimum van 27 weke.
- 10 jaar diens en meer—een week se salaris vir elke voltooide jaar diens, tot 'n maksimum van 12 weke.

Op hede die 3de dag van Junie 1994 te Pretoria onderteken.

J. J. VAN ZYL,
Voorsitter.

J. S. SWANEPOEL,
Eerste Ondervoorsitter.

R. J. PRETORIUS,
Tweede Ondervoorsitter.

SCHEDULE A**CERTIFICATE OF INDISPOSITION**

(Clause 16.14.4.1)

Name of medical practitioner/dentist

Qualifications

Address

I hereby certify that
(Name of applicant)

has been under my treatment from 19.... to

..... 19.... and that he/she is suffering
(state the nature of the indisposition, illness or injury as far as
possible in non-technical terms with concise particulars as to
history, symptoms, severity and ascertainable cause) I further certify that he/she is consequently unable to per-
form his/her official duties and I consider it essential for the
recovery of his/her health that he/she be granted leave
from 19.... to 19.... for the purpose of

Date

*Medical practitioner or dentist***SCHEDULE B****UNDERTAKING**

(Clause 16.17.6)

Whereas I, the undersigned
an employee in the service of the City Council/Town Coun-
cil/Village Council/Health Committee of
(hereinafter referred to as the "local authority"), have been
classified for service with the Citizen Force;And whereas I have been instructed to perform my ser-
vice from 19.... to..... 19...., for which purpose I require leave from the said local
authority;And whereas the local authority is prepared to grant me
leave for the said purpose and the said period on the condi-
tions stated hereinafter.

Therefore—

1. I undertake—

- (1) to return to the service of the local authority
immediately on completion of my period of ser-
vice for a continuous period equal to the period
for which special leave was granted to me,
namely

..... working days;

- (2) if I should in any way fail to carry out this under-
taking and in particular (but not exclusively res-
tricted thereto) if I should fail or neglect to comply
fully with paragraph (1) above, irrespective of
whether such failure is the result of my dismissal
by the local authority owing to misconduct, but
except if it is the result of my demise or perma-
nent incapacity for duty, to refund immediately,

BYLAE A**SERTIFIKAAT VAN ONGESTELDHEID**

(Klousule 16.14.4.1)

Naam van geneesheer/tandarts

Kwalifikasies

Adres

Ek verklaar hierby dat
(Naam van aansoeker)

deur my behandel is vanaf 19.... tot

..... 19.... en dat hy/sy
ly aan (vermeld sover moontlik in nie-tegniese bewoording
die aard van die ongesteldheid, siekte of letsel met byvoe-
ging van beknopte besonderhede oor die verloop, simptome,
hewigheid en, vir sover bepaal kan word, oorsaak daar-
van) Ek verklaar voorts dat hy/sy gevolglik nie in staat is om
sy/haar ampspligte waar te neem nie, en ek ag dit vir sy/haar
herstel nodig dat aan hom/haar verlof toegestaan word
vanaf 19.... tot 19.... ten einde

Datum

*Geneesheer of tandarts***BYLAE B****ONDERNEMING**

(Klousule 16.17.6)

Aangesien ek, die ondergetekende
'n werknemer in diens van die Stadsraad/Dorpsraad/
Gesondheidskomitee van
(hierna die "plaaslike owerheid" genoem), vir diens by die
Burgermag ingedeel is;En aangesien ek aangesê is om my diens vanaf
..... 19.... tot 19...., te verrig,
vir welke doeleinde ek verlof van gemelde plaaslike owerheid
nodig het;En aangesien die plaaslike owerheid bereid is om vir
gemelde doeleinde en vir gemelde tydperk op die hieronder
vermelde voorwaardes verlof aan my toe te staan;

Derhalwe—

1. onderneem ek om—

- (1) onmiddellik na voltooiing van my tydperk van
diens na die diens van die plaaslike owerheid
terug te keer en die plaaslike owerheid te dien vir
'n ononderbroke tydperk gelykstaande met die
tydperk waarvoor spesiale verlof aan my toege-
staan is, naamlik werkdag;

- (2) indien ek op watter wyse ook al in gebreke sou
bly om hierdie onderneming na te kom en, in die
besonder (maar nie uitsluitend daartoe beperk
nie), indien ek sou versuim of nalaat om para-
graaf (1) hierbo ten volle na te kom, ongeag of
sodanige versuim die gevolg is van my ontslag
deur die plaaslike owerheid op grond van wange-
drag, maar behalwe as dit die gevolg is van my
oorlye of permanente arbeidsongeskiktheid, die
volle betaling wat die plaaslike owerheid aan my

8/43/48

on written demand, the full remuneration paid to me by the local authority for and in respect of the period during which special leave was granted to me, as well as the holiday savings bonus, if any, paid to me by the local authority, together with the interest thereon at the rate of 6 per cent per annum, calculated as from the date of the breach of contract or dismissal;

2. I acknowledge, accept and undertake to accept that the town clerk of the local authority is entitled according to his absolute discretion to decide whether or when my period of service was completed and I further undertake to furnish him with all the information and documents which he may require from me in this connection;

3. I declare that I understand and accept that—

(1) during the period of special leave, in addition to my ordinary salary or wage which I receive from the local authority, I may retain the military pay received for such period of service unless the council determines otherwise;

(2) the period of special leave granted to me shall not count as service for compliance with a service obligation which may be incumbent upon me in terms of a bursary, loan, any training, study leave or other similar undertaking;

(3) only vacation or sick leave on full or part pay shall count as service for compliance with my service obligation in terms of paragraph (1) above, and that if leave of any other kind is granted to me or if I am absent from duty without permission before having fully complied with my service obligation, my service obligation will be extended by a number of working days equal to the period(s) of such leave granted to me and/or the period(s) for which I have been absent from duty without permission;

(4) if and when my service obligation is extended in terms of paragraph (3) above, I will, during the extended period, be subject to this undertaking in the same way as if the extended period originally formed part of my service obligation in terms of paragraph (1) above;

(5) my service obligation in terms of paragraph (1) above may be served simultaneously with one or more of any other service obligation(s) which may be incumbent upon me in terms of a bursary, loan, any training, study leave or any other similar undertaking.

Signed at..... this.....
day of 19.....

Signature of employee

Witnesses:

(1)

(2)

Assisted by (in the case of a minor)—

Signature of parent or guardian

Witnesses:

(1)

(2)

betaal het vir en ten opsigte van die tydperk waarin spesiale verlof aan my toegestaan is, asook die vakansiebesparingsbonus, as daar was wat die plaaslike owerheid aan my betaal het, op skriftelike aanvraag onmiddellik terug te betaal, tesame met die rente daarop teen die koers van 6 persent per jaar, bereken vanaf die datum van kontrakbreuk of ontslag;

2. erken, aanvaar en onderneem ek om te aanvaar dat die stadsklerk van die plaaslike owerheid geregtig is om na goeddunke te besluit of en wanneer my tydperk van diens voltooi is, en onderneem ek voorts om hom te voorsien van al die inligting en dokumente wat hy in dié verband van my verlang;

3. verklaar ek dat ek begryp en aanvaar dat—

(1) ek gedurende die tydperk van spesiale verlof, benewens my gewone salaris of loon wat ek van die plaaslike owerheid ontvang, ook die soldy wat ek gedurende sodanige tydperk van diens ontvang, kan behou tensy die raad anders bepaal;

(2) die tydperk van spesiale verlof wat aan my toegestaan word, nie tel nie as diens ter nakoming van 'n diensverplichting wat ingevolge 'n beurs-, lenings-, opleidings-, studieverlof- of ander dergelijke onderneming op my mag rus;

(3) slegs vakansie- of siekteverlof met volle of gedeeltelike besoldiging tel as diens ter nakoming van my diensverplichting ingevolge paragraaf (1) hierbo, en dat indien verlof van enige ander aard aan my toegestaan word of as ek sonder toestemming van diens afwesig is voordat ek my diensverplichting ten volle nagekom het, my diensverplichting verleng sal word met 'n getal werkdag(e) gelykstaande met die tydperk(e) van sodanige verlof wat aan my toegestaan is en/of die tydperk(e) wat ek sonder toestemming van diens afwesig was;

(4) indien en wanneer my diensverplichting ingevolge paragraaf (3) hierbo verleng word, ek gedurende die verlengde tydperk op dieselfde wyse aan hierdie onderneming onderworpe sal wees asof die verlengde tydperk oorspronklik deel was van my diensverplichting ingevolge paragraaf (1) hierbo;

(5) my diensverplichting ingevolge paragraaf (1) hierbo gelyktydig uitgedien kan word met een of meer van enige ander diensverplichting(e) wat ingevolge 'n beurs-, lenings-, opleidings-, studieverlof- of ander dergelijke onderneming op my mag rus.

Geteken te op hede die.....
dag van 19.....

Handtekening van werknemer

Getuies:

(1)

(2)

Bygestaan deur (in die geval van 'n minderjarige)—

Handtekening van ouer of voogd

Getuies:

(1)

(2)

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*



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Departement van Omgewingsake

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