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GOEWERMENTSKENNISGEWING

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 552

28 Maart 1980

WET OP NYWERHEIDSVERSOENING, 1956

**PLAASLIKE BESTUURSONDERNEMING IN DIE
PROVINSIE TRANSVAAL.—OOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Plaaslike Bestuursonderneming in die provinsie Transvaal betrekking het, met ingang van 1 April 1980 en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE PLAASLIKE BESTUURSONDERNEMING IN DIE PROVINSIE TRANSVAAL

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Transvaalse Munisipale Werkgewersvereniging

(hierna die "werkgewers" of die "werkgewersvereniging" 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 in die provinsie Transvaal.

GOVERNMENT NOTICE

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 552

28 March 1980

INDUSTRIAL CONCILIATION ACT, 1956

**LOCAL GOVERNMENT UNDERTAKING IN THE
PROVINCE OF THE TRANSVAAL. — AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Local Government Undertaking in the Province of the Transvaal, shall be binding, with effect from 1 April 1980 and for the period ending 31 March 1983 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING IN THE PROVINCE OF THE TRANSVAAL

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Transvaal Municipal Employers' Association

(hereinafter referred to as the "employers" or the "employers' association"), 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 parties to the Industrial Council for the Local Government Undertaking in the Province of the Transvaal.

KLOUSULE 1.—GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Plaaslike Bestuurs-onderneming in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersvereniging is en deur alle werknemers wat lede van die vakvereniging is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtig aangegaan is of met voorwaardes wat daarkragtig gestel is, onbestaanbaar is nie.

KLOUSULE 2.—GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting, kragtens artikel 48 van die Wet bepaal en bly van krag tot 31 Maart 1983 of vir sodanige tydperk as wat hy bepaal.

KLOUSULE 3.—WOORDOMSKRYWING

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

“besoldiging” dieselfde as “betaling”;

“bestuurskomitee” ’n bestuurskomitee ingestel ingevolge artikel 51 van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings), 1960;

“betaling” die salaris of loon wat aan ’n werknemer betaalbaar is wanneer hy in diens is en sluit in toelaes wat nie by so ’n salaris of loon inbegrepe is nie;

“diens” enige onafgebroke diens in enige hoedanigheid by ’n raad;

“geleentheidswerknemer” ’n persoon wat vir hoogstens 80 werkdag in diens geneem word: Met dien verstande dat indien sodanige persoon vir ’n verdere tydperk in diens geneem word sonder ’n diensonderbreking, hy nie langer as ’n geleentheidswerknemer geag word nie;

“hoof van ’n departement” ’n werknemer wat aan die stadsklerk verantwoordelik is vir die administrasie van ’n departement of wat in dié hoedanigheid waarneem;

“kalenderjaar” ’n tydperk wat strek vanaf 1 Januarie tot 31 Desember van dieselfde jaar, albei dae inbegrepe;

“loon” dieselfde as “salaris”;

“maand” enige maand gereken vanaf die eerste dag van daardie maand;

“Nywerheidsraad” die Nywerheidsraad vir die Plaaslike Bestuursonderneming in die provinsie Transvaal soos ingestel ingevolge die Wet op Nywerheidsversoening, 1956;

“onafhanklike kontraktant of lashebber” ’n persoon wat onderneem het om ’n bepaalde opdrag vir die raad uit te voer afgesien van vergoeding en buite die toesig en gesag van die raad;

“openbare feesdag” ’n openbare feesdag soos bepaal in die Wet op Openbare Feesdae, 1952;

“Ordonnansie” die Ordonnansie op Plaaslike Bestuur, 1939;

“permanente werknemer” ’n werknemer aangestel in ’n permanente hoedanigheid hetsy voltyds hetsy deelyds in ’n pos op die vaste diensstaat van die raad en dit sluit ’n werknemer in wat vir ’n proeftyd in so ’n pos aangestel is;

“Plaaslike Bestuursonderneming” die Onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handelingskema of aktiwiteit wat deur ’n raad onderneem word;

“raad” ’n stadsraad, dorpsraad of gesondheidskomitee, en omvat dit die bestuurskomitee van ’n raad of enige werknemer in diens van ’n raad wat optree kragtens bevoegdheid wat by ’n raad in verband met hierdie Ooreenkoms berus en wat by artikel 58 van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings), 1960, aan hom gedelegeer is;

“rusdag” ’n dag waarop ’n werknemer normaalweg nie werk nie;

“salaris” ’n werknemer se normale geldelike vergoeding vir sy werk, hetsy ooreenkomstig die toepaslike kerf op sy salarisskaal, hetsy ’n vaste bedrag geld, en dit sluit geen toelaes in nie;

“salarisverhoging” die goedgekeurde bedrag waarmee ’n salaris volgens die toepaslike skaal verhoog kan word;

“siklus” ’n tydperk van drie jaar gereken vanaf 12 September 1977 of vanaf die datum waarop ’n werknemer diens aanvaar, welke datum ook al die jongste is, en elke volgende tydperk van drie jaar;

“stadsklerk” ook ’n sekretaris van ’n gesondheidskomitee;

“tydelike werknemer” ’n werknemer wat betaling ontvang of daarop geregtig is, wat aangestel is vir ’n bepaalde of

CLAUSE 1.—AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Local Government Undertaking in the Province of the Transvaal by all employers who are members of the employers' association and all employees who are members of the trade union.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed hereunder.

CLAUSE 2.—PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act, and shall remain in force until 31 March 1983 or for such period as determined by him.

CLAUSE 3.—DEFINITIONS

In this Agreement, unless the context indicates otherwise—

“apprentice” means any person who is in the service of a council in terms of an apprenticeship contract registered with the Registrar of Apprenticeship in terms of the provisions of the Apprenticeship Act, Act 37 of 1944;

“Association” means the South African Association of Municipal Employees (non-Political) and any local branch thereof;

“calendar year” means a period extending from 1 January to 31 December of the same year, both days included;

“council” means a city or town council, village council or health committee and includes the management committee of a council or any employee employed by a council, acting by virtue of powers vested in a council in connection with this Agreement and delegated to him in terms of section 58 of the Local Government (Administration and Election) Ordinance, 1960;

“cycle” means a period of three years reckoned from 12 September 1977 or from the date on which an employee assumes duty, whichever is the later date, and every succeeding period of three years;

“day of rest” means a day on which an employee normally does not work;

“employee” means a person in full-time employ of a council receiving or being entitled to receive pay, including an apprentice but excluding a subsidised labourer and an occasional employee, an independent contractor, mandatory or representative;

“head of a department” means any employee who is responsible to the town clerk for the administration of a department or who is acting in that capacity;

“incremental month” means the month in which the salary of an employee may be increased;

“incremental period” means a period of 12 months or some other shorter approved period which shall expire in respect of any employee before his salary may be increased in accordance with the scale applicable to him;

“independent contractor or mandatory” means a person who has undertaken to carry out a specific contract for the council, irrespective of reward and supervision and authority of the council;

“Industrial Council” means the Industrial Council for the Local Government Undertaking in the Province of the Transvaal as established in terms of the Industrial Conciliation Act, 1956;

“Local Government Undertaking” means the undertaking in which employers and their employees are associated for the establishment, continuation and conclusion of any action, scheme or activity undertaken by a council;

“management committee” means a management committee established in terms of section 51 of the Local Government (Administration and Elections) Ordinance, 1960;

“month” means any month reckoned from the first day of that month;

“occasional employee” means a person who is employed for a maximum period of 80 working days: Provided that if such a person is employed for a further period without an interruption in service, he shall no longer be regarded as an occasional employee;

“Ordinance” means the Local Government Ordinance, 1939;

“pay” means the salary or wage payable to an employee during his service, including allowances not incorporated in such salary or wage;

bepaalbare tydperk wat nie een jaar te bowe gaan nie tensy dit deur die Nywerheidsraad goedgekeur is, maar sluit nie 'n geleentheidswerknemer, onafhanklike kontraktant, lashebber of verteenwoordiger in nie;

"vakleerling" enigiemand wat by 'n raad in diens is ingevolge 'n leerlingkontrak wat by die Registrateur van Vakleerlinge geregistreer is ooreenkomstig die bepalings van die Wet op Vakleerlinge, Wet 37 van 1944;

"vakvereniging" enige vereniging wat as 'n vakvereniging ingevolge die Wet op Nywerheidsversoening, 1956, geregistreer is;

"vaste diensstaat" die poste wat vir die normale en gereelde vereistes van 'n raad geskep is;

"Vereniging" die Suid-Afrikaanse Vereniging van Munisipale Werknemers (nie-Politiek) en enige plaaslike tak daarvan;

"verhogingsmaand" die maand waarin die salaris van 'n werknemer verhoog kan word;

"verhogingstydperk" 'n tydperk van 12 maande of 'n ander korter goedgekeurde tydperk wat met betrekking tot enige werknemer moet verstryk voordat sy salaris volgens die skaal wat op hom van toepassing is, verhoog kan word;

"verteenwoordiger" 'n persoon wat ingevolge volmag namens die Raad regshandeling uitvoer;

"werkdag" enige dag van die week met uitsondering van die weeklikse rusdag/-dae van die werknemer en met uitsondering van 'n openbare feesdag;

"werknemer" 'n permanente werknemer van 'n raad wat betaling ontvang of daarop geregtig is, insluitende 'n vakleerling maar uitgesonderd 'n gesubsidieerde arbeider en 'n geleentheidswerknemer, 'n onafhanklike kontraktant, lashebber of verteenwoordiger;

en enige ander woord of uitdrukking het die betekenis wat in die Ordonnansie daaraan geheg word.

KLOUSULE 4.—AANSTELLING, BEVORDERING EN OORPLASING

(1) *'n Raad moet alle poste goedkeur.*—Die raad moet alle poste in sy diens goedkeur.

(2) *Aanstelling, bevordering of oorplasing van werknemer moet deur die raad gedoen word.*—(a) Behoudens enige wetsbepaling, moet die aanstelling, bevordering of oorplasing van 'n werknemer deur die raad gedoen word.

(b) Behoudens enige wetsbepaling, kan die raad 'n werknemer oorplaas van een pos na 'n ander—

(i) waar die diens van die raad dit vereis; of

(ii) waar 'n werknemer klaarblyklik nie geskik is vir die pos wat hy beklee nie.

(c) In die geval van 'n oorplasing van 'n werknemer, moet die oorplasing geskied—

(i) wanneer dit kragtens paragraaf (b) (i) gedoen word, na 'n pos met dieselfde salarisskaal as dié wat die werknemer beklee;

(ii) wanneer dit kragtens paragraaf (b) (ii) gedoen word, na enige ander pos, ongeag die salarisskaal daarvan.

(3) *Voorwaardes aangaande vulling van poste.*—(a) Behoudens enige wetsbepaling, word niemand as 'n permanente werknemer aangestel nie, tensy hy—

(i) of die ouderdom van 17 jaar bereik het of nog nie die pensioenleeftyd bereik het nie;

(ii) die opvoedkundige en ander kwalifikasies wat die raad vir die betrekking bepaal het, besit en bevredigende bewys daarvan lewer tensy die raad anders bepaal;

(iii) tot tevredenheid van die raad die volgende verstrek het:

(aa) 'n Geboortesertifikaat of, indien hy nie in staat is om sodanige sertifikaat voor te lê nie, ander bevredigende bewys van sy ouderdom;

(ab) 'n verklaring met betrekking tot enige siekte of verstandelike of liggaamlike ongeskiktheid waaraan hy gelyk het;

(ac) 'n onderneming, indien hy nie bewys kan lewer van immunisering of inenting teen of dat hy nie vatbaar is vir sodanige siektes as wat die raad in sy diskresie van tyd tot tyd bepaal nie, dat hy hom binne sodanige tyd en teen sodanige siektes as wat die raad bepaal, sal laat immuniseer of inent, en binne sodanige verdere tyd as wat die raad bepaal, bewys sal lewer van geslaagde immunisering of inenting teen of onvatbaarheid vir die siektes wat die raad vereis het. Die raad onderneem om die redelike mediese koste verbonde aan die immunisering of inenting of verkryging van 'n sertifikaat van onvatbaarheid teen sodanige siektes te betaal waar die raad se gesondheidsafdeling nie hierdie dienste verskaf nie;

"permanent employee" means an employee appointed in a permanent capacity, either full-time or part-time, to a post on the permanent establishment of the council, and includes an employee appointed to such post for a probationary period;

"permanent establishment" means the posts created for the normal and regular requirements of a council;

"public holiday" means a public holiday as provided for in the Public Holidays Act, 1952;

"remuneration" means the same as "payment";

"representative" means a person authorised to act on behalf of the council;

"salary" means an employee's normal monetary reward for his work, whether in accordance with the applicable notch on his salary scale or a fixed amount of money, and does not include any allowance;

"salary increment" means the authorised amount by which a salary may be increased on the appropriate scale;

"service" means any continuous service in any capacity with the council;

"temporary employee" means an employee who receives payment or is entitled thereto, who is appointed for a fixed or determinable period which does not exceed one year unless it has been approved by the Industrial Council, but does not include an occasional employee, independent contractor, mandatory or representative;

"town clerk" includes the secretary of a health committee;

"trade union" means any union registered as a trade union under the Industrial Conciliation Act, 1956;

"wage" means the same as "salary";

"working day" means any day of the week except the weekly day(s) of rest of the employee and except a public holiday; and any other word or expression has the meaning assigned to it in the Ordinance.

CLAUSE 4.—APPOINTMENT, PROMOTION AND TRANSFER

(1) *A council shall approve all posts.*—The council shall approve all posts in its service.

(2) *Appointment, promotion or transfer of employee, made by council.*—(a) Subject to the provisions of any law, the appointment, promotion or transfer of any employee shall be made by the council.

(b) Subject to the provisions of any law, the council may transfer an employee from one post to another—

(i) when the service of the council so requires; or

(ii) when an employee is evidently not fit for the post he occupies.

(c) In the event of an employee being transferred, the transfer shall be effected—

(i) when made in terms of paragraph (b) (i), to a post carrying the same salary scale as that which the employee occupies;

(ii) when made in terms of paragraph (b) (ii), to any other post, irrespective of the salary scale attaching thereto.

(3) *Conditions relating to filling of posts.*—(a) Subject to the provisions of any law, no person shall be appointed as a permanent employee, unless he—

(i) has attained the age of 17 years and has not yet attained the pensionable age;

(ii) holds the educational and other qualifications laid down by the council for the post and furnishes satisfactory proof thereof, unless the council determines otherwise;

(iii) has furnished the following to the satisfaction of the council:

(aa) A birth certificate or, if he is unable to submit such certificate, other satisfactory proof of his age;

(ab) a statement regarding any illness or mental or physical disability sustained by him;

(ac) an undertaking, if he is unable to produce proof of immunisation or of inoculation against any such diseases as the council in its discretion may decide upon from time to time or that he is immune to such diseases, that he will subject himself to immunisation or inoculation against such diseases and within such a period as the council may determine and that he will produce, within such further period as the council may prescribe, proof of successful immunisation or inoculation against or immunity from the diseases as decided upon by the council. The council undertakes to pay all reasonable medical expenses involved in the immunisation or inoculation or in obtaining a certificate of immunity to such diseases where the health department of the council does not provide such a service;

(ad) 'n sertifikaat op koste van die raad bevattende die uitslag van 'n ondersoek deur 'n geregistreerde geneesheer deur die raad aangewys en waarin verklaar word dat hy vry is van enige verstandelike of liggaamlike gebreke, siekte of swakheid wat moontlik inbreuk kan maak op die behoorlike uitvoering van sy pligte.

(b) Elke verklaring en onderneming en die uitslag van elke mediese ondersoek wat ingevolge hierdie klousule vereis word, moet verstrek word op 'n wyse deur die raad voorgeskryf.

(c) Benoudens die bepalinge van hierdie Ooreenkoms, kan die raad 'n werknemer aanstel op bykomende voorwaardes deur die raad bepaal.

(d) 'n Persoon wat nie voldoen aan 'n vereiste deur die raad voorgeskryf nie, word nie in 'n pos aangestel of daartoe bevorder nie.

(4) *Aanstelling op proef.*—(a) 'n Permanente werknemer moet vir hoogstens ses maande op proef aangestel word as die raad aldus bepaal wanneer hy vir die eerste maal in diens van die raad tree: Met dien verstande dat die raad ook sodanige proefdiens tydperk in die geval van die heraanstelling in 'n permanente hoedanigheid van 'n werknemer wat voornem in diens van die Raad was, van toepassing kan maak.

(b) As die raad na afloop van so 'n proeftydperk daarvan oortuig is dat 'n werknemer geskik is vir die pos wat hy beklee, moet die raad sy aanstelling bekragtig mits die werknemer aan die aanstellingsvoorwaardes voldoen het.

(c) As die raad nie die aanstelling bekragtig nie, kan hy—

(i) die proeftyd van die werknemer vir 'n verdere ses maande verleng; of

(ii) die werknemer uit sy diens ontslaan as so 'n werknemer onmiddellik voor die proeftyd nie 'n ander pos in diens van die raad beklee het nie.

(d) Sonder om afbreuk te doen aan enige ander bepaling van hierdie subklousule kan die raad, voordat 'n aanstelling op proef bekragtig word, 'n permanente werknemer se dienste beëindig indien so 'n werknemer onmiddellik voor so 'n proeftyd nie 'n ander pos in diens van die raad beklee het nie deur hom minstens een maand kennis te gee of deur hom sommer te ontslaan, as die gedrag van so 'n werknemer na die mening van die raad onbevredigend was of sy indienshouding die belange van die raad sal benadeel.

(5) *Bevordering te geskied slegs tot vakante poste.*—(a) 'n Werknemer kan slegs na 'n vakante pos bevorder word.

(b) Indien die Raad besluit dat 'n vakante pos gevul moet word, moet die Raad die vakante pos intern en, indien die Raad aldus bepaal, in die pers adverteer en moet die bevordering van 'n werknemer na 'n vakante pos oorweeg word as hy skriftelik daarom aansoek doen.

(6) *Persone wat invloed werf, kom nie vir aanstelling in aanmerking nie.*—Iemand wat invloed werf met die doel om aangestel te word in 'n pos in die raad se diens, moet nie vir aanstelling daarin in aanmerking geneem word nie. Hierdie bepaling moet aangehaal word in die amptelike aansoekvorm van die raad.

KLOUSULE 5.—BESOLDIGING EN SALARIS-VERHOIGINGS

(1) *Besoldiging van werknemers.*—Behoudens enige wetsbepaling kan die raad—

(a) aan 'n werknemer by aanstelling, oorpasing of bevordering, 'n salaris of loon teen 'n hoër bedrag as die minimum van die toepaslike skaal betaal;

(b) 'n werknemer se salaris spesiaal verhoog binne die skaal wat op hom van toepassing is; en

(c) indien 'n werknemer buitengewoon bekwaam is, of spesiale kwalifikasies besit of verdienstelike diens gelewer het, of indien dit in die belang van die raad se diens is, so 'n werknemer se salaris spesiaal verhoog binne die skaal wat op hom van toepassing is, of aan hom 'n salaris of loon ooreenkomstig 'n hoër skaal betaal of enige ander geskikte beloning toeken.

(2) *Waarnemingstoelae.*—Wanneer 'n werknemer by besluit van die raad minstens 20 agtereenvolgende werkdade in 'n hoër pos waarneem, moet aan hom 'n waarnemingstoelae betaal word, bereken teen 'n tarief wat gelyk is aan een helfte van die verskil tussen die maksima van die salarisskaal van die twee poste en bereken in verhouding tot die tydperk van waarneming: Met dien verstande dat waar daar vir 'n tydperk van minder as 20 werkdade waargeneem word, die raad kan besluit oor die betaling van 'n waarnemingstoelae: Voorts met dien verstande dat aan 'n werknemer wat waarneem nie 'n waarnemingstoelae betaal word wat, saam met sy salaris, meer is as die salaris van die bekleër van die pos waarin waargeneem word nie.

(ad) a certificate at the expense of the council containing the result of an examination by a registered medical practitioner appointed by the council and stating that he is free of any mental or physical defect, illness or infirmity liable to interfere with the proper performance of his duties.

(b) Every statement and undertaking and the result of every medical examination required in terms of this clause shall be furnished in a manner prescribed by the council.

(c) Subject to the provisions of this Agreement, the council may appoint an employee on additional conditions determined by the council.

(d) Any person who does not comply with any requirement prescribed by the council shall not be appointed or promoted to a post.

4. *Appointment on probation.*—(a) A permanent employee shall be appointed on probation for a period not exceeding six months if the council so determines when he enters the service of the council for the first time: Provided that, in the event of the reappointment in a permanent capacity of any employee who was previously in the employ of the council, the council may make such probationary period applicable;

(b) If the council is satisfied after such period of probation that an employee is suited for the post occupied by him, the council shall confirm his appointment, provided the employee has complied with the conditions of appointment.

(c) Should the council not confirm the appointment, it may—

(i) extend the probationary period of the employee for a further six months; or

(ii) dismiss the employee from its service unless such employee occupied another post in the service of the council immediately prior to the probationary period.

(d) Without prejudice to any other provision of this sub-clause, the council may, before an appointment on probation is confirmed, terminate the services of a permanent employee if such employee has not occupied another post in the service of the council immediately prior to such probationary period, by giving him not less than one month's notice or by summarily dismissing him if the conduct of such employee was, in the opinion of the council, unsatisfactory or if the interests of the council would be prejudiced by the retention of his services.

(5) *Employees to be promoted to vacant posts only.*—(a) An employee may be promoted to a vacant post only.

(b) If the council decides that a vacant post be filled, the council shall advertise the vacant post internally and, if the council so determines, in the press and the promotion of an employee to a vacant post shall be considered if he applies for it in writing.

(6) *Persons canvassing shall not be considered for appointment.*—Any person canvassing with a view to being appointed to a post in the council's service shall not be considered for appointment to such post. This stipulation shall be cited in the official application form of the council.

CLAUSE 5.—REMUNERATION AND SALARY INCREMENTS

(1) *Remuneration of employees.*—Subject to the provisions of any law, the council may—

(a) pay an employee on appointment, transfer or promotion, a salary or wage at a rate higher than the minimum of the applicable scale;

(b) grant an employee a special salary increment within the scale applicable to him; and

(c) if an employee is exceptionally efficient or holds special qualifications or has rendered meritorious service, or if it is in the interest of the council's service, grant such employee a special salary increment within the scale applicable to him, or pay him a salary or wage on a higher scale or grant him any other suitable reward.

(2) *Acting allowance.*—When, by resolution of the council, an employee acts in a higher post for a period of not less than 20 consecutive working days, there shall be paid to him an acting allowance calculated at a rate which is equal to one half of the difference between the maxima of the salary scales for the two posts and in proportion to the period of acting: Provided that the council may decide on the payment of an acting allowance to an employee who may act for a shorter period than 20 working days: Provided further that no acting allowance shall be paid to an employee which, together with his salary, is more than that of the occupier of the post for whom he is acting.

(3) *Sessie van loon, salaris of geld verbode.*—'n Werknemer mag nie enige reg, titel, belang of eis ten opsigte van loon, salaris of geld wat aan hom deur die raad verskuldig is of sal word sonder die skriftelike toestemming van die raad sedeer nie.

(4) *Salarisverhogings.*—Behoudens die bepalings van subklousule (1) (c) en klousule 9 (19) moet die salaris van 'n werknemer met ingang van die eerste dag van sy verhogingsmaand en na voltooiing van elke verhogings tydperk ooreenkomstig die graderingskema verhoog word met een salarisverhoging binne die perke van die skaal wat op hom van toepassing is. Met dien verstande dat die raad 'n werknemer se salarisverhoging kan terughou as die raad sy diens as onbevredigend beskou en in so 'n geval moet die raad die werknemer skriftelik in kennis stel van sy besluit en die redes daarvoor. Voorts met dien verstande dat indien die raad daarvan oortuig is dat so 'n werknemer se diensbevredeigend was gedurende die tydperk waarin sy salarisverhoging teruggehou is, die raad so 'n werknemer vanaf 'n datum deur die raad bepaal, moet betaal teen die kerf van die skaal wat op hom van toepassing sou gewees het indien die salarisverhoging nie teruggehou was nie, en so 'n werknemer behou sy vorige verhogingsdatum.

KLOUSULE 6.—TUGMAATREËLS

(1) *Omskrywing van wangedrag.*—'n Werknemer word geag hom aan wangedrag skuldig te gemaak het as hy—

(a) opsetlik enige bepalings van hierdie Ooreenkoms oortree of versuim om daaraan te voldoen; of

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

(c) 'n wettige opdrag wat aan hom gegee word deur 'n persoon 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 gedrag aan insubordinasie skuldig maak; of

(d) nalatig of traag is in die uitvoering van sy pligte; of

(e) hom op 'n skandalelike, onbehoorlike, onbetaamlike of oneerlike wyse gedra; of

(f) herhaaldelik onder die invloed van bedwelmdende drank of dwelmiddels is terwyl hy op diens is of wanneer hy hom vir diens aanmeld of moet aanmeld, of wat herhaaldelik bedwelmdende drank of dwelmiddels dermate gebruik dat hy nie in staat is om sy pligte behoorlik uit te voer nie; of

(g) 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

(h) korrupsie pleeg of omkoopgeld ontvang; of

(i) die raad se eiendom wederregtelik toeëien of dit opsetlik of op nalatige wyse beskadig of op onbehoorlike of ongeoorloofde wyse gebruik of laat gebruik; of

(j) 'n kriminele misdryf pleeg en gevonnissen word tot gevangenisstraf sonder die keuse van 'n boete; of

(k) sonder verlof of geldige rede van sy kantoor of diens wegbly; of

(l) 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 afbreuk te doen.

(2) *Prosedure ingeval van wangedrag.*—(a) Wanneer 'n werknemer van wangedrag beskuldig word, kan die stadsklerk of die hoof van die betrokke departement in oorleg met die stadsklerk 'n persoon deur die raad aangewys (hierna die aanklaer genoem) gelas om so 'n werknemer aan te kla. Indien 'n stadsklerk of 'n departementshoof van wangedrag aangekla word, moet die voorsitter van die raad die handelinge uitvoer wat ingevolge hierdie klousule aan die stadsklerk opgedra word.

(b) Binne sewe dae nadat die aanklaer ingevolge paragraaf (a) gelas is, moet hy 'n klagstaat opstel waarin die aanklag uiteengesit word en waarin die datum, tyd en plek van die ondersoek, wat in oorleg met die komitee soos in paragraaf (h) (iv) bedoel en die aangeklaagde vasgestel is, vermeld word. Hy moet die klagstaat onverwyld aan die aangeklaagde beteken of laat beteken.

(c) Die aangeklaagde kan binne sewe dae vanaf die betekening van die aanklag skriftelik daarop antwoord en as hy skuld erken, moet die aanklag as bewese beskou word.

(d) Die raad kan te eniger tyd voor of nadat die werknemer kragtens paragraaf (a) aangekla is, so 'n werknemer skors, indien die raad van oordeel is dat die raad se belange waarskynlik geskaad kan word indien die werknemer in daardie stadium met sy werk voortgaan.

(3) *Cession of wage, salary or money prohibited.*—An employee shall not without the council's written consent cede any right, title, interest or claim in respect of wage or salary or money due or to become due to him by the council.

(4) *Salary increments.*—Subject to the provisions of sub-clause (1) (c) and clause 9 (19), the salary of an employee shall, with effect from the first day of his incremental month and on completion of every incremental period, be increased in accordance with the grading scheme by one salary increment within the limits of the scale applicable to him: Provided that the council may withhold an employee's salary increment if the council regards his service as unsatisfactory, and in such event the council shall notify the employee in writing of its decision and the reasons therefor: Provided further that if the council is satisfied that such employee's services were satisfactory during the period when his salary increment was withheld, the council shall pay such employee, from a date fixed by the council, at the notch of the scale which would have been applicable to him had the salary increment not been withheld, and such employee shall retain his former incremental date.

CLAUSE 6.—DISCIPLINARY MEASURES

(1) *Definition of misconduct.*—An employee shall be deemed to be guilty of misconduct if he—

(a) wilfully contravenes or fails to comply with any provision of this Agreement; or

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

(c) disobeys or disregards or makes wilful default in carrying out a lawful order given to him by a person having authority to give same, or by word or conduct displays insubordination; or

(d) is negligent or indolent in the discharge of his duties; or

(e) conducts himself in a disgraceful, improper, unbecoming or dishonest manner; or

(f) is repeatedly under the influence of intoxicating liquor or drugs while reporting or due report for duty, or repeatedly partakes of intoxicating liquor or drugs to such an extent that he is unable to perform his duties properly; or

(g) 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

(h) commits corruption or accepts a bribe; or

(i) misappropriates or wilfully or negligently damages the council's property or uses or causes same to be used in an improper or unauthorised manner; or

(j) commits a criminal offence and is sentenced to imprisonment without the option of a fine; or

(k) absents himself from his office or duty without leave or valid cause; or

(l) 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.

(2) *Procedure in case of misconduct.*—(a) When an employee is charged with misconduct, the town clerk or the head or the department concerned in consultation with the town clerk may order a person appointed by the council (hereinafter referred to as the prosecutor) to charge such employee. Should a town clerk or a head of a department be charged with misconduct, the chairman of the council shall perform the acts delegated to the town clerk under this clause.

(b) Within seven days of the order to the prosecutor in terms of paragraph (a) he shall draw up a charge sheet setting out the charge and in which are stated the date, time and place of the investigation, which have been determined in consultation with the committee referred to in paragraph (h) (iv) and the accused. He shall forthwith serve or have the charge sheet served upon the accused.

(c) The accused may reply to the charge in writing within seven days of the serving thereof and if he admits guilt, the charge shall be regarded as proved.

(d) The council may at any time before or after the employee has been charged under paragraph (a) suspend such employee should the council be of the opinion that it would be detrimental to the interests of the council, if he should continue with his duties at such stage.

(e) 'n Werknemer wat ingevolge paragraaf (d) geskors word, moet sy normale salaris of loon ontvang solank hy geskors is, tensy die raad anders bepaal, en indien so 'n werknemer geen salaris of loon ontvang nie, kan hy ander werk teen besoldiging aanvaar.

(f) As 'n werknemer wat geskors is nie binne sewe dae ingevolge hierdie klousule aangekla word nie, of as 'n aanklag teen 'n werknemer teruggetrek word, of nie bewys word nie, moet hy toegelaat word om weer diens te aanvaar, moet sy volle besoldiging vir die tydperk van sy skorsing aan hom betaal word as hy dit nie gedurende daardie tydperk ontvang het nie en moet hy enige besoldiging wat hy ingevolge paragraaf (e) ontvang het behou.

(g) Die raad kan die skorsing te eniger tyd intrek, en ondanks so 'n intrekking kan die verrigtinge in verband met die aanklag voortgesit word.

(h) (i) Indien—

(aa) die werknemer die aanklag erken; of

(ab) die hoof van die departement, nadat hy die werknemer persoonlik aangehoor of sy skriftelike antwoord oorweeg het, daarvan oortuig is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla word;

en die hoof van die departement van oordeel is dat die aanklag nie van 'n ernstige aard is nie, kan hy die werknemer berispe of met 'n bedrag van hoogstens R50 beboet, welke boete verhaal kan word deur dit van die werknemer se besoldiging af te trek.

(ii) 'n Berisping of boete wat ingevolge subparagraaf (i) opgelê is, moet skriftelik deur of namens die hoof van die departement aan die betrokke werknemer oorgedra en op sy persoonlike lêer aangeteken word.

(iii) 'n Werknemer teen wie daar ingevolge subparagraaf (i) (aa) of (ab) opgetree is, kan binne sewe dae nadat hy van sodanige optrede verwittig is teen die hoof van die departement se bevinding of die boete appél aanteken deur aan die stadsklerk skriftelik kennis met dié strekking te gee, en 'n afskrif van sodanige kennisgewing moet onverwyld deur die stadsklerk aan die hoof van die departement en die vakvereniging gerig word.

(iv) Behoudens hierdie subklousule, moet die bestuurskomitee of 'n komitee vir dié doel deur die raad aangewys (hierna die "komitee" genoem) die aanklag ondersoek en daar moet binne 21 dae vanaf die datum van betekening van die aanklag met so 'n ondersoek begin word: Met dien verstande dat die aangeklaagde minstens sewe dae skriftelike kennis van die ondersoek gegee word. Sowel die vakvereniging as die Transvaalse Munisipale Werkgeversvereniging kan verteenwoordigers aanwys om sodanige ondersoek as waarnemers by te woon.

(i) Die komitee moet in oorleg met die aanklaer en die aangeklaagde die datum, tyd en plek van die ondersoek vasstel en die aanklaer moet die aangeklaagde minstens sewe dae skriftelike kennis gee van so 'n datum, tyd en plek.

(j) Die aanklaer kan getuienis en argumente aanvoer ter staving van die aanklag en kan enige persoon wat ten behoeve van die aangeklaagde getuig, kruisvra.

(k) Die aangeklaagde moet die reg hê om by die ondersoek teenwoordig te wees en, hetsy persoonlik of deur 'n verteenwoordiger, aangehoor te word, enige persoon wat as getuie ter staving van die aanklag geroep is, te kruisvra, enige boek of dokument wat as getuienis voorgelê word, te inspekteer, self getuienis af te lê, enige ander persoon as getuie te roep en die komitee toe te spreek oor die getuienis en die aanklag.

(l) Die komitee moet 'n rekord hou van die verrigtinge by die ondersoek en van die getuienis wat afgelê is.

(m) Versuim deur die aangeklaagde om die ondersoek by te woon, hetsy persoonlik of deur 'n verteenwoordiger, maak die verrigtinge nie ongeldig nie.

(n) As die wangedrag waarvan die werknemer aangekla word, 'n misdryf is waaraan hy deur 'n geregshof skuldig bevind is, is 'n gesertifiseerde afskrif van die rekord van sy verhoor en skuldigbevinding deur daardie hof, nadat vermelde werknemer geïdentifiseer is as die persoon wat in so 'n rekord genoem is, afdoende bewys dat hy skuldig is aan 'n misdryf.

(o) Nadat die ondersoek afgehandel is, moet die komitee onverwyld die raad en die aangeklaagde skriftelik in kennis stel van sy bevinding.

(p) Die rekord van die verrigtinge of 'n afskrif daarvan moet aan die aangeklaagde verstrek word indien hy binne sewe dae nadat hy van die komitee se bevinding in kennis gestel is, daarom aansoek doen.

(e) An employee suspended in terms of paragraph (d) shall, while he is suspended, receive his normal salary or wage, unless the council determines otherwise, and should such employee receive no salary or wage, he may accept other work for remuneration.

(f) If a suspended employee is not charged within seven days under this clause, or if a charge against an employee is withdrawn or not proved, he shall be allowed to resume duty, his full pay for the period of his suspension shall be paid to him in the event of his not having received it during that period and he shall retain any pay received by him in terms of paragraph (e).

(g) The council may cancel the suspension at any time, and despite such cancellation the proceedings in connection with the charge may be continued.

(h) (i) If—

(aa) the employee admits the charge; or

(ab) the head of the department, after having heard the employee personally, or after having considered his written reply, is convinced that the employee is guilty of the misconduct with which he has been charged;

and if the head of the department considers the charge not to be of a serious nature, he may reprimand the employee or fine the employee an amount not exceeding R50 which fine may be recovered by deduction from the employee's remunerations;

(ii) A reprimand or fine imposed upon an employee in terms of subparagraph (i) shall be conveyed to the employee concerned, in writing, by or on behalf of the head of the department and be recorded in his personal file.

(iii) An employee against whom action has been taken in terms of subparagraph (i) (aa) or (ab) may, within seven days after having been notified of such action, appeal against the finding of the head of the department or the fine, by notifying the town clerk, in writing, to that effect, and the town clerk shall without delay, supply the head of the department and the trade union each with a copy of such notice.

(iv) Subject to the provisions of this subclause, the management committee or a committee appointed by the council for this purpose (hereinafter referred to as the "committee"), shall investigate the charge and such investigation shall commence within 21 days of the date on which the charge was served: Provided that the accused shall be given at least seven days' written notice of the investigation. Both the trade union and the Transvaal Municipal Employers' Association shall be entitled to appoint representatives to attend such investigation as observers.

(i) The committee, in consultation with the prosecutor and the person charged, shall fix the date, time and place of the investigation and the prosecutor shall give the person charged at least seven days' notice in writing of such date, time and place.

(j) The prosecutor may adduce evidence and advance arguments in support of the charge and may cross-examine any person giving evidence on behalf of the person charged.

(k) At the investigation the person charged shall have the right to be present to be heard and, either in person or through a representative, to cross-examine any person called as a witness in support of the charge, to inspect any book or document submitted in evidence, to give evidence himself, to call any other person as witness and to address the committee on the evidence and the charge.

(l) The committee shall keep a record of the proceedings at the investigation and of the evidence given.

(m) Failure by the person charged to attend the investigation, either in person or through a representative, shall not invalidate the proceedings.

(n) If the misconduct with which the employee is charged, is 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 an offence.

(o) After completion of the investigation, the committee shall notify the council and the person charged forthwith, in writing, of its findings.

(p) The record of the proceedings or a copy thereof shall be furnished to the person charged if he applies therefor within seven days after he has been informed of the committee's findings.

(q) Indien die komitee bevind dat die aanklag bewys is, kan die komitee behoudens enige wetsbepaling—

- (i) die aangeklaagde waarsku of berispe; of
- (ii) by die raad aanbeveel dat—

(aa) die aangeklaagde na 'n ander pos in die raad se diens oorgeplaas word in dieselfde of 'n laer rang; of

(ab) die aangeklaagde se salaris of rang, of albei, verlaag of sy salarisverhoging vir 'n bepaalde tyd teruggehou word; of

(ac) die aangeklaagde ontslaan word of dat hy aangesê word om uit die raad se diens te bedank met ingang van 'n bepaalde datum: Met dien verstande dat as hy nie bedank soos aangesê nie, hy as ontslaan geag word vanaf die bepaalde datum.

(r) Na oorweging van 'n aanbeveling ingevolge paragraaf (q) (ii) kan die raad—

- (i) sodanige aanbeveling aanvaar; of
- (ii) enige daarin vermelde straf opleë.

(s) As 'n werknemer wat ingevolge paragraaf (d) geskors is nie ontslaan of aangesê word om te bedank nie, moet hy toegelaat word om onverwyld diens te hervat en in so 'n geval moet hy vir die tydperk van sy skorsing ten volle betaal word as hy nie gedurende daardie tydperk besoldiging ontvang het nie en moet hy enige besoldiging wat hy ingevolge paragraaf (e) ontvang het, behou.

(3) *Wyse waarop kennis gegee of verstrek moet word.*—Wanneer 'n kennisgewing, verklaring of ander dokument ingevolge subklousule (2) aan 'n persoon gegee, verstrek of beteken moet word of enige saak skriftelik aan so 'n persoon meegedeel moet word, moet so 'n kennisgewing, verklaring, dokument of geskrif per geregistreerde pos aan hom gestuur of aan hom afgelewer of by sy laaste bekende woonplek gelaat word.

KLOUSULE 7.—DIENSBEÏNDIGING

(1) (a) Tensy die raad anders besluit, moet die diens van 'n werknemer wat nie lid van 'n munisipale pensioenfonds is nie, beëindig word wanneer hy die ouderdom van 65 jaar breik.

(b) Behoudens enige wetsbepaling, kan die raad die diens van 'n permanente werknemer beëindig—

(i) weens voortdurende swak gesondheid indien dit die werknemer verhinder om sy pligte behoorlik uit te voer; of

(ii) weens die afskaffing of omskepping van die pos wat die werknemer beklee of weens enige vermindering of reorganisasie of herreëling van die poste indien so 'n werknemer nie in 'n ander geskikte pos aangestel of oorgeplaas kan word nie: Met dien verstande dat aan sodanige werknemer minstens drie maande skriftelike kennis van sodanige diensbeëindiging gegee word; of

- (iii) soos in klousule 4 (4) (c) (ii) of 4 (4) (d) beoog; of
- (iv) soos in klousule 6 (2) (q) (ii) (ac) beoog.

(c) 'n Werknemer wat sonder toestemming of 'n goeie rede deur die raad aanvaar langer as 10 agtereenvolgende werkdag van sy pos afwesig is, moet geag word ontslaan te wees met ingang van die datum wat onmiddellik op sy laaste werkdag volg, tensy die raad anders bepaal.

(d) Behoudens enige wetsbepaling en paragraaf (b) (ii) en uitgesonderd in die geval van skuldige bevinding aan wangedrag, moet die diens van 'n permanente werknemer beëindig word wanneer minstens een maand skriftelike kennis van beëindiging van diens deur hom of die raad gegee en ontvang is, na gelang van die geval: Met dien verstande dat die raad skriftelike kennis van minder as een maand deur die werknemer kan aanvaar.

(e) Behoudens enige wetsbepaling, moet die diens van 'n tydelike werknemer beëindig word ingevolge die voorwaardes wat op sy indienshouding betrekking het.

KLOUSULE 8.—ALGEMEEN

(1) *Pligte verrig onder bepaalde omstandighede.*—(a) 'n Werknemer kan aangesê word om hom vir diens aan te meld vir sodanige tydperke buite die amptelike diensure as wat die vereistes van die diens nodig maak, en word geag die bepaling hiervan nie te oortree het nie as die stadsclerk oortuig is dat hy hom om goeie en voldoende redes nie vir sodanige diens kan aanmeld nie.

(b) Indien die diensvereistes dit in buitengewone of dringende omstandighede noodsaak, kan die raad van 'n werknemer vereis om tydelik ander pligte te verrig as dié wat normaalweg aan hom toegewys is en wat by sy rang of pos pas.

(q) If the committee finds that the charge has been proved, the committee may, subject to the provisions of any law—

- (i) caution or reprimand the person charged; or
- (ii) recommend to the council that—

(aa) the person charged be transferred to another post in the council's service in the same or lower grade; or

(ab) the salary of grade, or both, of the person charged be reduced or his salary increment be withheld for a specified period; or

(ac) the person charged be dismissed or that he be called upon to resign from the council's service as from a specified date: Provided that if he fails to comply with the request, he shall be deemed to have been dismissed as from the specified date.

(r) After consideration of a recommendation in terms of paragraph (q) (ii), the council may—

- (i) adopt such recommendation; or
- (ii) impose any penalty referred to therein.

(s) If an employee suspended in terms of paragraph (d) is not dismissed or called upon to resign, he shall be permitted to resume duty forthwith and, in such event, he shall be paid in full for the period of his suspension in the event of his not having received payment during that period and he shall retain any remuneration received by him in terms of paragraph (e).

(3) *Manner in which notice is given or furnished.*—When a notice, statement or other document is required to be given or furnished to or served upon any person under subclause (2) or any matter is to be communicated to any such person in writing, such notice, statement, document or communication shall be forwarded to him by registered post or delivered to him or left at his last known place of residence.

CLAUSE 7.—TERMINATION OF SERVICE

(1) (a) Unless the council resolves otherwise, the services of an employee who is not a member of a municipal pension fund, shall be terminated when he attains the age of 65 years.

(b) Subject to the provisions of any law, the council may terminate the services of a permanent employee—

(i) due to continued ill-health should this prevent the proper performance of the employee's duties; or

(ii) due to the abolition or conversion of the post occupied by the employee or due to any reduction in or reorganisation or readjustment of the posts if such employee cannot be appointed or transferred to any other suitable post: Provided that such employee be given at least three months' written notice of such termination of service; or

(iii) as contemplated in clause 4 (4) (c) (ii) or 4 (4) (d); or

(iv) as contemplated in clause 6 (2) (q) (ii) (ac).

(c) An employee who absents himself from his post for a period of more than 10 consecutive working days without permission or a good reason acceptable to the council shall be deemed to have been dismissed with effect from the date immediately following his last working day, unless the council determines otherwise.

(d) Subject to the provisions of any law and subject to the provisions of paragraph (b) (ii) and except in the case of conviction of misconduct, the services of a permanent employee shall be terminated by his giving to or being given by the council, as the case may be, not less than one month's notice in writing of termination of service: Provided that the council may accept written notice of less than one month by the employee.

(e) Subject to the provisions of any law, the services of a temporary employee shall be terminated in terms of the conditions relating to his employment.

CLAUSE 8.—GENERAL

(1) *Duties performed under specific circumstances.*—(a) An employee may be called upon to report for duty for such periods outside his official hours of duty as the exigencies of the service may require, and shall be deemed not to have contravened the provisions hereof if the town clerk is satisfied that for good and sufficient reasons he cannot report for such duty.

(b) If necessitated by the exigencies of the service in exceptional or urgent circumstances, the council may require an employee temporarily to perform duties other than those normally assigned to him: Provided that such duties are compatible with his grade or post.

(c) Tensy daar in hierdie Ooreenkoms anders bepaal word en behoudens enige wetsbepaling—

(i) kan geen werknemer aanspraak maak op addisionele besoldiging ten opsigte van enige plig of werk in die raad se diens wat hy deur 'n bevoegde gesag aangesê word om gedurende sy amptelike diensure te verrig nie;

(ii) moet alle geld wat deur 'n werknemer ontvang word vir werk verrig gedurende sy amptelike diensure anders as by die uitvoering van sy normale pligte, in die raad se inkomstefonds gestort word tensy die raad anders gelas.

(2) *Wyse waarop vertoë gerig moet word.*—(a) 'n Werknemer moet vertoë skriftelik tot die raad rig slegs deur bemiddeling van die hoof van sy departement oor sake wat hom in sy hoedanigheid van werknemer raak;

(b) 'n Werknemer wat 'n grief of klagte het wat uit sy diens ontstaan, kan dit skriftelik voorlê aan die hoof van sy departement, wat die stappe moet doen wat hy goed ag en die werknemer onmiddellik skriftelik daarvan in kennis moet stel. Indien die werknemer nie met die beslissing van die hoof van die departement tevrede is nie, kan hy vertoë tot die stadsklerk rig wat die stappe moet doen wat hy goed ag en die werknemer skriftelik daarvan in kennis moet stel. As die werknemer nie daarmee tevrede is nie, kan hy appeler na die bestuurskomitee en in so 'n geval moet die stadsklerk die saak aan die bestuurskomitee vir oorweging voorlê.

(3) *Doeltreffende werkverrigting en hoflike gedrag.*—Elke werknemer is verantwoordelik vir die behoorlike en doeltreffende uitvoering van die werk wat aan hom toegewys word, en hy moet hom te alle tye hoflik gedra.

(4) *Woonadres en telefoonnommers.*—'n Werknemer moet die raad in kennis stel van sy woonadres en huistelefoonnommer, en enige verandering daarvan.

(5) *Werknemers mag slegs vir doeleindes van die raad gebruik word.*—'n Werknemer mag nie Blanke of Nie-Blanke werknemers gedurende hul werke vir ander doeleindes as dié van die raad gebruik of toelaat dat hulle daarvoor gebruik word nie.

(6) *Eiendom mag slegs vir doeleindes van die raad gebruik word.*—Uitgesonderd by die uitvoering van sy amptelike pligte, mag 'n werknemer nie eiendom of goedere van die raad gebruik of dit van die raad se persele verwyder of toelaat dat dit gebruik of verwyder word nie.

(7) *Onderzoek deur 'n mediese raad.*—Indien 'n permanente werknemer se gesondheidstoestand so verswak het dat hy na die mening van die raad sy normale pligte nie kan nakom nie, kan die raad die beheerkomitee van die pensioenfonds waarvan so 'n werknemer lid is, versoek om hom deur 'n mediese raad te laat ondersoek sodat vasgestel kan word of sy gesondheidstoestand van so 'n aard is dat sy dienste ingevolge die bepalings van daardie pensioenfonds weens sy swak gesondheid beëindig moet word.

(8) *Die raad moet werknemers van beskermende klere en die nodige uitrusting voorsien.*—Die raad moet op voorwaarde deur hom bepaal aan 'n werknemer 'n uniform, geskikte beskermende klere en ander persoonlike uitrusting verskaf wat vir die behoorlike uitvoering van sy pligte nodig geag word of hom 'n toelae vir die aanskaffing daarvan betaal.

(9) *Werknemers moet lid van die vakvereniging word.*—(a) Elke werknemer, uitgesonderd die stadsklerk, moet lid van die vakvereniging word en daarna lid bly solank hy in die raad se diens is.

(b) Ledegeld verskuldig aan die vakvereniging moet van 'n lid se besoldiging afgetrek en aan die vakvereniging oorbetal word.

(10) *Raad moet met vakvereniging oorleg pleeg.*—Die raad moet vooraf met die vakvereniging oorleg pleeg in verband met enige saak van beginsel of van algemene belang wat die lede of enige lid van die vakvereniging wat in die raad se diens is, raak.

(11) *Werknemers moet by aanstelling voorsien word van 'n eksemplaar van hierdie Ooreenkoms.*—Aan elke werknemer moet by sy aanstelling in die raad se diens 'n eksemplaar van hierdie Ooreenkoms verskaf word, tesame met sodanige opdragte as wat die stadsklerk en die hoof van die departement nodig ag, en die werknemer moet ontvangs daarvan erken.

KLOUSULE 9.—AFWESIGHEIDSVLOF

(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 aangewys, en 'n werknemer se verlofrekord moet op alle redelike tye gedurende kantoorure vir hom ter insae beskikbaar wees.

(c) Unless otherwise provided in this Agreement and subject to the provisions of any law—

(i) no employee may claim additional remuneration in respect of any duty or work in the council's service which he is called upon by a competent authority to perform during his official hours of duty;

(ii) all moneys received by an employee for work performed during his official hours of duty other than in the performance of his normal duties, shall be paid into the council's revenue fund unless the council orders otherwise.

(2) *Method of making representations.*—(a) An employee shall make written representations to the council only through the head of his department on matters affecting him in his capacity as an employee.

(b) An employee who has any grievance or complaint arising out of his employment, may submit the matter to the head of his department in writing who shall take such action as he may deem fit and immediately advise the employee in writing to that effect. If the employee is dissatisfied with the ruling given by the head of the department he may make representations to the town clerk who shall take such steps as he may deem fit and advise the employee in writing to that effect. If the employee is dissatisfied with the latter ruling, he may appeal to the management committee and in such event the town clerk shall submit the matter for consideration to the management committee.

(3) *Efficient performance and courteous conduct.*—Every employee shall be responsible for the proper and efficient discharge of the work assigned to him, and he shall at all times behave courteously.

(4) *Residential address and telephone number.*—An employee shall notify the council of his residential address and home telephone number and any change therein.

(5) *Employees to be used for purposes of the council only.*—An employee shall not use or permit to be used White or Non-White employees during their hours of duty for purposes other than those of the council.

(6) *Property to be used for purposes of the council only.*—Except in the discharge of his official duties, an employee shall not use or cause to be used property of goods of the council or remove or cause them to be removed from council premises.

(7) *Examination by a medical board.*—If a permanent employee's health becomes so impaired that, in the opinion of the council, he is unable to perform his normal duties, the council may request the committee of management of the pension fund of which such employee is a member, to cause him to be examined by a medical board in order to ascertain whether his health is such that his services should be terminated in terms of the provisions of that pension fund owing to his ill-health.

(8) *Council to provide employees with protective clothing and the necessary equipment.*—The council shall provide an employee on such conditions as it may determine with a uniform, suitable protective clothing and other personal equipment deemed necessary for the proper execution of his duties or pay an allowance for the acquisition thereof.

(9) *Employees to become members of the trade union.*—(a) Every employee, other than the town clerk, shall become and thereafter remain a member of the trade union as long as he is in the service of the council.

(b) Subscriptions payable to the trade union shall be deducted from a member's pay and be paid over to the trade union.

(10) *Council to consult trade union.*—The council shall beforehand consult the trade union in connection with any matter of principle or of common interest affecting the members or any member of the trade union in the service of the council.

(11) *Employees to be provided with a copy of this Agreement upon appointment.*—Upon appointment to the council's service every employee shall be provided with a copy of this Agreement together with such instructions as the town clerk and the head of the department may deem necessary, and the employee shall acknowledge receipt thereof.

CLAUSE 9.—LEAVE OF ABSENCE

(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.

(2) *Verlof onderworpe aan vereistes van diens.*—Behoudens enige wetsbepaling, moet afwesigheidsverlof, uitgesonderd siekteverlof, toegestaan word met behoorlike inagneming van die raad se diensvereistes.

(3) *Toestaan en intrekking van afwesigheidsverlof en verlof-aansoekvorms.*—(a) (i) Afwesigheidsverlof is onderworpe aan die goedkeuring van die raad.

(ii) 'n Werknemer moet aansoek om afwesigheidsverlof doen in 'n vorm deur die raad goedgekeur.

(iii) Aansoek om afwesigheidsverlof moet deur 'n werknemer gedoen word op die wyse soos deur die raad bepaal.

(iv) Behoudens enige wetsbepaling, kan afwesigheidsverlof, uitgesonderd siekteverlof, wat aan 'n werknemer toegestaan is, te eniger tyd deur die raad ingetrek, uitgestel of onderbreek word 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.

(v) As 'n werknemer wie se afwesigheidsverlof onderbreek word, moet reis ten einde diens te hervat, moet die raad sy onkoste vir heen- en terugreis betaal en word daar geag dat hy diens doen terwyl hy reis.

(vi) Intrekking, uitstel of onderbreking van afwesigheidsverlof wat toegestaan is, moet skriftelik bevestig word.

(vii) Indien die raad 'n werknemer se aansoek om afwesigheidsverlof weier of dit intrek, uitstel of onderbreek, moet die redes daarvoor in die verlofregister aangeteken word en moet hy met die verlof wat geweier, ingetrek, uitgestel of onderbreek is, gekrediteer word bo en behalwe die maksimum vasgestel in subklousule (10) (c) en toegelaat word om dit binne 12 maande na so 'n weiering, intrekking, uitstel of onderbreking te neem.

(b) Behalwe waar 'n werknemer weens sy 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, mag hy nie sonder vooraf verkreeë verlof van diens af gaan of daarvan wegbly nie.

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

(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.

(5) *Indeling van afwesigheidsverlof.*—Afwesigheidsverlof word ingedeel in—

- (a) vakansieverlof;
- (b) siekteverlof; en
- (c) spesiale verlof.

(6) *Ongemagtigde afwesigheid van diens.*—Ongemagtigde afwesigheid van diens word, ongeag enige tugmaatreël teen 'n werknemer, geag spesiale verlof sonder betaling te wees, tensy die raad anders besluit.

(7) *Groepering van werknemers vir verlofdoeleindes.*—(a) Behoudens subklousule (20), word werknemers vir verlofdoeleindes in die volgende groepe ingedeel en verlof was aan soos teenoor elke groep aangedui: Met dien verstande dat, behoudens paragraaf (b), verlof verskuldig aan 'n werknemer in die raad se diens by die inwerkingtreëning van hierdie Ooreenkoms nie verminder mag word solank hy in dieselfde pos in diens van die raad is nie:

(i) *Vakansieverlof:*

Indeling	Groep	Jaarlikse aanwas
Alle werknemers in die eerste salarisvlak van die raad se graderingskema en alle werknemers wat 'n salaris ontvang van minstens R13 335,84	A	30 werkdade met volle besoldiging.
Werknemers wat nie in Groep A val nie en wat 'n salaris ontvang van minstens R9 629,28	B	27 werkdade met volle besoldiging.
Werknemers wat nie in Groep A of B val nie en wat 'n salaris ontvang van minstens R4 108,32	C	25 werkdade met volle besoldiging.
Werknemers wat nie in Groep A, B of C val nie en wat 'n salaris ontvang van minstens R2 449,44	D	18 werkdade met volle besoldiging.
Werknemers wat 'n salaris ontvang van minder as R2 449,44	E	15 werkdade met volle besoldiging.

Met dien verstande dat indien die salarisse voornoem aangepas word, die ooreenstemmende aangepaste salarisse sal geld ten opsigte van elke verlofindeling.

(2) *Leave subject to requirements of service.*—Subject to the provisions of any law, leave of absence other than sick leave shall be granted with due consideration to the council's leave requirements.

(3) *Granting and cancellation of leave of absence and leave application forms.*—(a) (i) Leave of absence shall be subject to the council's approval.

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

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

(iv) Subject to 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 interests 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.

(v) 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.

(vi) Cancellation, postponement or interruption of leave of absence granted shall be confirmed in writing.

(vii) 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 subclause (10) (c), and be permitted to take it within 12 months after such refusal, cancellation, postponement or interruption.

(b) 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.

(c) 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.

(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.

(5) *Classification of leave of absence.*—Leave of absence shall be classified as—

- (a) vacation leave;
- (b) sick leave; and
- (c) special leave.

(6) *Unauthorised absence from duty.*—Unauthorised absence from duty shall, regardless of any disciplinary measure against an employee, be deemed to be special leave without payment, unless the council decides otherwise.

(7) *Grouping of employees for leave purposes.*—(a) Subject to the provisions of subclause (20), employees shall be grouped as follows for leave purposes and leave shall accrue as indicated opposite each group: Provided that, subject to the provisions of paragraph (b), 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:

(i) *Vacation leave:*

Classification	Group	Annual accrual
All employees in the first salary scale of the council's grading scheme and all employees receiving a salary of not less than R13 335,84	A	30 working days on full pay.
Employees who do not fall in Group A and who receive a salary of not less than R9 629,28	B	27 working days on full pay.
Employees who do not fall in Group A or B and who receive a salary of not less than R4 108,32	C	25 working days on full pay.
Employees who do not fall in Group A, B or C and who receive a salary of not less than R2 449,44	D	18 working days on full pay.
Employees who receive a salary of less than R2 449,44	E	15 working days on full pay.

Provided that should the above-mentioned salaries be adjusted, the corresponding adjusted salaries shall apply in respect of every leave classification.

(ii) *Siekteverlof:*

<i>Indeling</i>	<i>Getal werkdade in elke siklus</i>
Alle werknemers.....	(aa) 90 werkdade met volle besoldiging; en (ab) 90 werkdade met halwe besoldiging.

(b) Die jaarlikse vakansieverlofaanwas van 'n werknemer in diens van die raad voor die inwerkingtreding van hierdie Ooreenkoms word met ingang van 1 Julie 1980 verminder met twee werkdade solank hy in dieselfde pos in diens van die raad is: Met dien verstande dat geen vermindering plaasvind in die geval van werknemers wat voor die inwerkingtreding van hierdie Ooreenkoms 18 werkdade verlof ontvang het nie.

(c) Vir die toepassing van hierdie klousule word alle werknemers geag 'n werkweek van vyf dae te werk.

(8) *Bëindiging van permanente diens en herindiensneming.*—As 'n permanente werknemer wie se diens om watter rede ook al beëindig word, weer in diens geneem word, moet so 'n indiënsneming vir verlofdoeleindes as 'n nuwe aanstelling beskou word.

(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 verlof wat te veel toegestaan is, afgetrek word van verlof wat later aan hom toeval of die waarde daarvan kan van hom gevorder word, na gelang die werknemer mag verkies.

(10) *Algemene bepaling: Vakansieverlof.*—Vakansieverlof was aan ten opsigte van elke voltooide maand diens teen een twaalfde van die aantal werkdade wat kragtens subklousule (7) aan 'n werknemer toekom.

(b) (i) 'n Werknemer in Groep A, B of C moet ten opsigte van elke voltooide diensjaar en voor die einde van die diensjaar wat daarop volg 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.

(ii) Die oorblywende verlof van 'n werknemer kan oploop.
(iii) Behoudens subklousule (3) (a) (vii), moet verlof wat nie ingevolge paragraaf (b) (i) deur 'n werknemer geneem word nie van sy verlofkrediet afgetrek word.

(c) (i) Behoudens klousule 10 (2), mag 'n werknemer hoogstens 250 werkdade vakansieverlof in sy krediet hê.

(ii) Gedurende 'n werknemer se eerste diensjaar kan hoogstens een derde van sy jaarlikse verlofaanwas soos in subklousule (7) (a) (i) bepaal aan hom toegestaan word as dit ingevolge hierdie subklousule reeds aangewas het.

(11) *Vakansieverlof sonder besoldiging.*—As gegronde redes daarvoor bestaan kan die raad aan 'n werknemer wat geen vakansieverlof met besoldiging in sy krediet het nie, vakansieverlof sonder besoldiging toestaan vir hoogstens 130 werkdade in enige tydperk van 18 maande: Met dien verstande dat die raad in uitsonderlike gevalle die beperkings hierin vervat, kan ophef.

(12) *Algemene bepaling: Siekteverlof.*—(a) 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 anders bepaal ná oorweging van die geval.

(b) Indien daar gedurende 'n siklus hoogstens 20 werkdade siekteverlof sonder sertifikaat vir ongesteldheid aan 'n werknemer toegestaan is, moet daar aan die einde van 'n siklus 33½ persent (een derde) van die ongebruikte siekteverlof maar hoogstens 30 werkdade met volle en 30 werkdade met halwe besoldiging gevoeg word by die siekteverlof waarop die werknemer ten opsigte van 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 is nie.

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

(i) by voorlegging van 'n bevredigende sertifikaat van 'n geregistreerde geneesheer of tandarts; en

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

(iii) as die werknemer geen vakansieverlof in sy krediet het nie;

(ii) *Sick leave:*

<i>Classification</i>	<i>Number of days in each cycle</i>
All employees.....	(aa) 90 working days on full pay; and (ab) 90 working days on half pay.

(b) The annual vacation leave accrual of an employee in the service of the council before the commencement of this Agreement shall, with effect from 1 July 1980, be reduced by two working days, for as long as he occupies the same post in the service of the council: Provided that there shall be no reduction in the case of employees who received 18 working days' leave before the commencement of this Agreement.

(c) For the purposes of this clause all employees shall be deemed to work a five-day week.

(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.

(9) *Leave of absence granted in excess.*—When more paid leave of absence than his due has been granted to 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.

(10) *General provisions: Vacation leave.*—(a) 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 subclause (7).

(b) (i) 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.

(ii) The remaining leave of an employee may be accumulated.

(iii) Subject to the provisions of subclause (3) (a) (vii), leave not taken by an employee in terms of paragraph (b) (i) shall be deducted from his leave credit.

(c) (i) Subject to the provisions of clause 10 (2), an employee may not have more than 250 working days' vacation leave to his credit.

(ii) During an employee's first year of service not more than one third of his annual leave accrual as determined in subclause (7) (a) (i) may be granted to him if it has already accrued to him in terms of this subclause.

(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.

(12) *General provisions: Sick leave.*—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.

(b) 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 (one third) 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 an 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.

(c) 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—

(i) on submission of a satisfactory certificate from a registered medical practitioner or dentist; and

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

(iii) if the employee has no vacation leave to his credit;

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

(d) (i) Indien 'n werknemer skriftelik daarvoor aansoek doen, kan 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 tyd nie permanent ongeskik is om sy normale pligte te hervat nie.

(ii) As vakansieverlof soos in subparagraaf (i) bedoel aan 'n werknemer toegestaan is en hy ten opsigte daarvan betaling ontvang het, kan dit nie daarna in siekteverlof omgesit word nie.

(e) (i) As 'n werknemer aan wie vakansieverlof toegestaan is, siek word nadat sy vakansieverlof begin het, kan daardie gedeelte van die vakansieverlof waartydens hy siek was in siekteverlof omgesit word as hy 'n bevredigende sertifikaat van 'n geregistreerde geneesheer of tandarts indien.

(ii) Vakansieverlof sonder besoldiging kan nie in siekteverlof omgesit word nie.

(13) *Siekteverlof sonder besoldiging.*—Aan 'n werknemer aan wie die maksimum siekteverlof ingevolge subklousules (7) (a) (ii) en (12) toegestaan is, kan siekteverlof sonder besoldiging vir hoogstens 260 werkdag in enige siklus toegestaan word as die raad daarvan oortuig is dat so 'n werknemer nie permanent ongeskik is om sy pligte te hervat nie.

(14) *Toestaan van siekteverlof.*—(a) Siekteverlof moet toegestaan word 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.

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

(i) hom ongeskik maak vir sy werk; en

(ii) nie voortvloei uit sy versuim om van vakansieverlof gebruik te maak nie;

(c) Die raad kan te eniger tyd eis dat 'n werknemer hom onderwerp aan 'n ondersoek deur 'n geregistreerde geneesheer of tandarts deur die raad aangewys en die koste van so 'n ondersoek moet deur die raad betaal word.

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

(ii) Die raad kan eis dat 'n sertifikaat in subparagraaf (i) bedoel ten opsigte van 'n tydperk van drie werkdag of minder ingedien word.

(e) Siekteverlof met volle besoldiging ten opsigte waarvan 'n sertifikaat in paragraaf (d) (i) bedoel nie ingedien is nie, kan toegestaan word vir hoogstens 12 werkdag gedurende enige diensjaar en ten opsigte van enige verdere sodanige afwesigheid moet vakansieverlof met of sonder besoldiging toegestaan word.

(f) Ondanks die indiening van 'n sertifikaat soos in paragraaf (d) (i) bedoel, kan die raad na 'n ondersoek ingevolge paragraaf (c) weier om siekteverlof met besoldiging toe te staan ten opsigte van enige afwesigheid van diens waarop die sertifikaat betrekking het, en in so 'n geval moet die afwesigheid geag word spesiale verlof sonder besoldiging te wees.

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

(15) *Siekteverlof toegestaan aan alkoholiste en dwelmverslaafdes.*—Siekteverlof moet toegestaan word aan 'n werknemer wat deur 'n geregistreerde geneesheer gesertifiseer word as 'n alkoholis of dwelmverslaafde en wat bereid is om vrywillig behandeling te ondergaan. Met dien verstande dat—

(i) hy hom as 'n pasiënt in 'n goedgekeurde inrigting aan behandeling onderwerp vir minstens twee weke; Met dien verstande dat waar die werknemer ver van so 'n inrigting woon, die raad toestemming kan verleen vir die behandeling van die werknemer deur 'n plaaslik geregistreerde geneesheer as 'n buitepasiënt ooreenkomstig die voorskrifte van so 'n inrigting;

(ii) die werknemer hom na verloop van die tydperk in voorbehoudsbepaling (i) gemeld daaglik aanmeld vir buitepasiëntbehandeling by die inrigting of by die geregistreerde geneesheer, na gelang van die geval, vir 'n verdere tydperk van minstens twee weke;

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.

(d) (i) 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 or no pay, provided the council is satisfied that the employee is at that moment not permanently incapacitated to resume his normal duties.

(ii) If vacation leave as contemplated in subparagraph (i) has been granted to an employee and he has received payment in respect thereof, it may not subsequently be converted into sick leave.

(e) (i) If an employee to whom vacation leave has been granted, becomes ill after his vacation leave has commenced, that portion of the vacation leave during which he was ill, may be converted into sick leave on submission by him of a satisfactory certificate from a registered medical practitioner or dentist.

(ii) Vacation leave without pay may not be converted into sick leave.

(13) *Sick leave without pay.*—To an employee to whom the maximum period of sick leave has been granted in terms of subclauses (7) (a) (ii) and (12), sick leave without pay may be granted 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.

(14) *Granting of sick leave.*—(a) 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.

(b) 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—

(i) renders him unfit for his work; and

(ii) does not arise from his failure to make use of vacation leave.

(c) 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.

(d) (i) 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, in the form of Schedule A.

(ii) The council may require a certificate referred to in subparagraph (i) to be submitted in respect of a period of three working days or less.

(e) Sick leave on full pay in respect of which a certificate referred to in paragraph (d) (i) 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.

(f) Notwithstanding the submission of a certificate as contemplated in paragraph (d) (i), the council may, after an examination in terms of paragraph (c), 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.

(g) 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.

(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 drug addict and who is prepared to receive treatment voluntarily: Provided that—

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

(ii) after the expiry of the period stated in proviso (i), the employee shall report daily for out-patient treatment at the institution or by the registered medical practitioner, as the case may be, for a further period of at least two weeks;

(iii) die werknemer na verloop van die tydperk in voorbehoudsbepaling (ii) bedoel lesings bywoon by die inrigting of by die geregistreerde geneesheer ooreenkomstig die voorskrifte van die inrigting of die geregistreerde geneesheer, vir 'n verdere tydperk van een maand en tot tevredeheid van die inrigting of die geregistreerde geneesheer, na gelang van die geval;

(iv) 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 uiteengesit, voldoen het;

(v) siekteverlof soos hierbo vermeld, by hoogstens een geleentheid aan 'n werknemer toegestaan word tensy die raad andersins uitdruklik toestemming daartoe verleen.

(16) *Spesiale siekteverlof*.—(a) Aan 'n werknemer wat van diens afwesig is weens 'n besering wat uit sy diens ontstaan en in die loop daarvan plaasvind of weens 'n siekte wat in die loop van en as gevolg van sy diens opgedoen is, moet spesiale siekteverlof met volle besoldiging toegestaan word vir die tydperk wat hy nie geskik is om sy gewone pligte uit te voer nie, en indien die geval binne die bestek van die Ongevalwet, 1941, val moet die bedrag wat aan hom kragtens daardie Wet by wyse van periodieke uitkerings van sy maandelikse verdienste betaalbaar is, aan die raad oorbetal word.

(b) As 'n werknemer aan wie spesiale siekteverlof kragtens paragraaf (a) toegestaan is, as gevolg daarvan nie in staat is om vakansieverlof ingevolge subklousule (10) (b) (i) te neem nie, moet hy met die vakansieverlof wat andersins van sy verlofkrediet afgetrek sou word, gekrediteer word bo en behalwe die maksimum vasgestel in subklousule (10) (c) en toegelaat word om dit binne 12 maande na hervatting van diens te neem.

(c) Spesiale siekteverlof kragtens paragraaf (a) moet nie toegestaan word nie as die raad van oordeel is dat die besering of siekte aan growwe en opsetlike wangedrag van die werknemer toe te skryf is.

(d) Subklousule (14) (c), (d) en (f) is *mutatis mutandis* van toepassing op die toestaan van spesiale siekteverlof.

(17) *Spesiale verlof*.—(a) Spesiale verlof met volle salaris of loon moet aan 'n werknemer toegestaan word wanneer hy—

(i) 'n eksamen aflê wat deur die raad voorgeskryf of goedgekeur is;

(ii) in opdrag van 'n geregistreerde geneesheer onder kwarantyn moet bly;

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

(iv) militêre diens of -opleiding ingevolge die Verdedigingswet, 1957, verrig of ondergaan;

(v) nadat die raad goedgekeur het dat hy lid mag word van die Reserwepolisiesmag, voltydse opleiding ondergaan, 'n verpligte skietoefening bywoon of opgeroep word vir diens in verband met die voorkoming of onderdrukking van onluste en ander noodtoestande;

(vi) polisiediens ingevolge die Polisiewet verrig;

(vii) 'n vergadering of konferensie bywoon wat deur die raad goedgekeur is;

(viii) sonder geldelike vergoeding oortyddiens verrig of op openbare feesdae werk;

(ix) in 'n hofgeding getuig nadat 'n getuiedagvaarding aan aan hom beteken is;

(b) Spesiale verlof met volle besoldiging kan aan 'n werknemer toegestaan word om hom voor te berei vir die aflê van 'n eksamen in paragraaf (a) (i) bedoel: Met dien verstande dat die aantal werkdae verlof wat vir studietoeloesing toegestaan word, nie meer is as die aantal dae waarop die werknemer werklik die eksamen aflê nie.

(c) Spesiale verlof wat ingevolge paragraaf (a) toegestaan word, moet die tyd insluit wat werklik en noodsaaklik vir doeleindes waarvoor die verlof toegestaan word, deur reise in beslag geneem word.

(d) As spesiale verlof ingevolge paragraaf (a) (iv), (v) of (vi) aan 'n werknemer toegestaan word, moet sy soldy nie aan die raad oorbetal word nie, tensy die raad anders bepaal.

(e) 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 verstrekk word. Indien so 'n onderneming nie verstrekk word nie, moet spesiale verlof sonder betaling vir die tydperk van afwesigheid van diens vir dié doel toegestaan word.

(18) *Spesiale verlof sonder betaling vir 'n bevalling*.—Die raad kan op aanbeveling van 'n geregistreerde geneesheer spesiale verlof sonder besoldiging aan 'n vroulike werknemer vir 'n tydperk van hoogstens 80 werkdae vir bevallingsdoeleindes toestaan: Met dien verstande dat langer verlof in buitengewone omstandighede toegestaan kan word.

(iii) after the expiry of the period stated in proviso (ii), 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;

(iv) 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;

(v) 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) *Special sick leave*.—(a) To 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 an as a result of his duties, special sick leave on full pay shall be granted for the period during which he is unfit to perform his usual duties, and, if the case falls within the ambit of the Workman's Compensation Act, 1941, the amount payable to him in terms of that Act by means of periodical payments of his monthly earnings, shall be paid over to the council.

(b) If an employee to whom special sick leave has been granted in terms of paragraph (a), is unable as a result thereof to take vacation leave in terms of subclause (1) (b) (i), 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 subclause (10) (c) and be allowed to take it within 12 months after resumption of duty.

(c) Special sick leave in terms of paragraph (a) 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.

(d) The provisions of subclause (14) (c), (d) and (f) shall be applicable *mutatis mutandis* to the granting of special sick leave.

(17) *Special leave*.—(a) Special leave on full salary or wage shall be granted to an employee when he—

(i) sits for an examination prescribed or approved by the council;

(ii) is to remain in quarantine on the instructions of a registered medical practitioner;

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

(iv) performs military service or undergoes military training in terms of the Defence Act, 1957;

(v) 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;

(vi) performs police duty in terms of the Police Act;

(vii) is attending a meeting or conference approved by the council;

(viii) is doing overtime or works on public holidays without monetary consideration;

(ix) gives evidence in a court case after a summons has been served on him;

(b) Special leave on full pay may be granted to an employee in order to prepare him for an examination referred to in paragraph (a) (i): 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.

(c) Special leave granted in terms of paragraph (a), shall include any time actually and necessarily taken up by travelling for the purposes for which the leave is granted.

(d) If special leave is granted to an employee in terms of paragraph (a) (iv), (v) or (vi), his military emoluments shall not be paid to the council unless the council determines otherwise.

(e) 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.

(18) *Unpaid special leave for a confinement*.—The council may, on the recommendation of a registered medical practitioner, grant unpaid special leave to a female employee for a period not exceeding 80 working days for confinement purposes: Provided that in exceptional circumstances longer leave may be granted.

(19) *Verlof wat vir doeleindes van verlof en salarisverhoging tel.*—Afwesigheid met verlof sonder besoldiging wat in 'n diensjaar altesaam meer as 20 werkdag beloop, moet vir doeleindes van verlof en salarisverhoging nie as diens beskou word nie.

(20) *Buitengewone gevalle.*—Die raad kan in oorleg met die Nywerheidsraad aan 'n werknemer verlof toestaan waarvoor hierdie ooreenkoms nie voorsiening maak nie.

(21) *Hervatting van diens voordat verlof verstryk het.*—Sonder die goedkeuring van die raad moet 'n werknemer nie sy dienste hervat voordat die verlof wat aan hom toegestaan is, verstryk het nie.

KLOUSULE 10.—UITBETALING VAN OPGELOPE VAKANSIEVERLOF

(1) *Wanneer uitbetaling geskied.*—(a) 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 subklausule (2) aan hom uitbetaal word.

(b) 'n Werknemer moet ten opsigte van 'n jaar wat onvoltooid is op die datum waarop so 'n werknemer se dienste eindig, gekrediteer word met die aantal werkdag vakansieverlof bereken volgens die formule $\frac{A \times B}{C}$, waar A die getal

werkdae wat die werknemer in diens van die raad was in die onvoltooid jaar verteenwoordig, B sy jaarlikse aanwas ingevolge klausule 9 (7) en C die getal werkdag per jaar van toepassing op die werknemer.

(2) *Maksimum verlofuitbetaling.*—Ondanks klausule 9 (10) (c) (i), moet verlofuitbetaling vir hoogstens 160 werkdag geskied: Met dien verstande dat daar vir alle verlof wat 'n werknemer by aftrede of afsterwe toekom, tot 'n maksimum van 250 werkdag uitbetaal word.

(3) *Berekening van verlofuitbetaling.*—Die verlofuitbetaling moet verreken word volgens die formule $\frac{A \times B}{C}$, waar A die

jaarlikse salaris en pensioendraende toelaes op die laaste werkdag verteenwoordig, B die werknemer se vakansieverlofkrediet op daardie dag en C die aantal werkdag per jaar van toepassing op die werknemer.

(4) *Aan wie verlofuitbetaling geskied.*—Die verlofuitbetaling moet geskied aan die werknemer of in geval van sy dood aan sy weduwee of indien hy nie 'n weduwee nalaat nie, aan sy boedel.

KLOUSULE 11.—AMPTELIKE DIENSURE, BYWONINGSREGISTERS, WERKWEKE EN BETALING VIR OORTYDWERK

(1) *Amptelike diensure.*—Behoudens enige wetsbepaling is 'n werknemer in diens gedurende die ure wat by die raad van toepassing is by die inwerkingtreding van hierdie Ooreenkoms, tensy die raad en die vakvereniging anders ooreenkom.

(2) *Bywoningsregister.*—(a) Die hoof van 'n departement is verantwoordelik vir die nakoming van die amptelike diensure deur die werknemers onder sy beheer.

(b) 'n Bywoningsregister moet gehou word waarin 'n werknemer van 'n klas deur die raad bepaal persoonlik die tyd van sy aankoms by en vertrek van sy werkplek aanteken.

(3) *Oortydwerk en betaling vir oortydwerk.*—(a) 'n Werknemer, uitgesonderd 'n werknemer wat behoort tot 'n klas deur die raad bepaal, wat langer werk as die diensure deur die raad vasgestel, moet, behoudens enige wetsbepaling, vir daardie werk vergoed word.

(b) 'n Eis om vergoeding vir werk verrig ingevolge paragraaf (a) moet ingedien word op 'n wyse deur die raad bepaal en is aan sy goedkeuring onderworpe.

(c) Behoudens enige wetsbepaling, moet vergoeding vir werk verrig ingevolge paragraaf (a) bereken word teen een en een derde maal 'n werknemer se normale salaris of loon as sodanige werk op enige dag behalwe Sondag, 'n rusdag vir 'n werknemer wat gereeld op Sondag werk of op 'n openbare feesdag verrig is en teen twee maal sodanige salaris of loon as sodanige werk op 'n Sondag of op so 'n rusdag of openbare feesdag verrig is.

(d) Behoudens enige wetsbepaling moet die raad wanneer 'n werknemer volgens sy diensrooster op 'n openbare feesdag werk, hom teen dubbel sy normale salaris of loon besoldig of 'n bykomende werkdag vakansieverlof benewens sy jaarlikse aanwas aan hom toestaan.

KLOUSULE 12.—VOORBEHOUDSBEPALING

Beskerming van werknemers.—Ondanks enige bepalinge in hierdie Ooreenkoms, het 'n werknemer te alle tye die reg om enige handeling van sy werkgever deur middel van die Wet op Nywerheidsversoeniging, 1956, of op enige ander wyse te bestry.

(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.

(2) *Exceptional cases.*—The council may, in consultation with the Industrial Council, grant to an employee leave for which this Agreement does not provide.

(21) *Resumption of duty before leave has expired.*—Except with the council's approval, an employee shall not resume his duties before the leave granted to him has expired.

CLAUSE 10.—PAYING OUT OF ACCUMULATED VACATION LEAVE

(1) *When payment takes place.*—(a) 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 subclause (2), be paid out to him.

(b) An employee shall, in respect of a year which is uncompleted on the date on which an employee's services terminate, be credited with the number of working days' vacation leave calculated in accordance with the formula $\frac{A \times B}{C}$, where A represents 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 9 (7) and C the number of working days per annum applicable to the employee.

(2) *Maximum leave payment.*—Notwithstanding the provisions of clause 9 (10) (c) (i), 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.

(3) *Calculation of leave payment.*—Payment for leave shall be calculated in accordance with the formula $\frac{A \times B}{C}$, where

A represents the annual salary and pensionable allowances on the last working day, B the employee's vacation leave credit on that day and C the number of working days per annum applicable to the employee.

(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 widow or if he leaves no widow, to his estate.

CLAUSE 11.—OFFICIAL HOURS OF DUTY, ATTENDANCE REGISTERS, WORKING WEEKS AND OVERTIME REMUNERATION

(1) *Official hours of duty.*—Subject to the provisions of any law, an employee shall be on duty during the hours that apply in the council at the time of coming into operation of this Agreement, unless the council and the trade union agree otherwise.

(2) *Attendance register.*—(a) It shall be the responsibility of the head of a department to ensure that the employees under his control observe the official hours of duty.

(b) An attendance register shall be kept in which an employee of a class determined by the council shall personally note the time of his arrival at and departure from his place of work.

(3) *Overtime work and payment for overtime.*—(a) Except for an employee belonging to a class determined by the council, an employee who works longer than the hours of duty fixed by the council, shall, subject to the provisions of any law, be remunerated for such work.

(b) A claim for remuneration for work performed in terms of paragraph (a) shall be submitted in a manner determined by the council and shall be subject to its approval.

(c) Subject to the provisions of any law, remuneration for work performed in terms of paragraph (a) shall be calculated at one and a third times an employee's normal salary or wage if such work is performed on any day other than a Sunday, a day of rest for an employee who regularly works on Sundays or a public holiday and twice such salary or wage if such work is performed on a Sunday, such a day of rest or public holiday.

(d) Subject to the provisions of any law, the council shall when an employee works on a public holiday, in accordance with his duty time-table, remunerate him at double his normal salary or wage or shall grant him an additional working day's vacation leave over and above his annual accrual.

CLAUSE 12.—SAVINGS

Protection of employees.—Notwithstanding any provisions of this Agreement, an employee shall at all times have the right to dispute any act of his employer by means of the Industrial Conciliation Act, 1956, or in any other manner.

KLOUSULE 13.—ADMINISTRASIE VAN OOREENKOMS

Die Nywerheidsraad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

Hierdie Ooreenkoms is namens die partye op hede die 31ste dag van Augustus 1979 te Pretoria onderteken;

N. C. GEY VAN PITTIUS, Voorsitter.

J. F. M. VAN DER MERWE, Vise-voorsitter.

A. J. VAN SCHALKWYK, Sekretaris.

BYLAE A**SERTIFIKAAT VAN ONGESTELDHEID**

[Klousule 9 (14) (d) (i)]

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 onge-
steldheid, siekte of letsel met byvoeging van beknopte besonderhede
oor die verloop, simptome, hewigheid en, vir sover bepaal kan
word, oorsaak daarvan).....

Verder sertifiseer ek dat hy/sy gevolglik nie in staat is om sy/haar
ampspilte 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

[Klousule 9 (17) (e)]

ONDERNEMING

Aangesien ek, die ondergetekende,.....
'n werknemer in diens van die Stadsraad/Dorpsraad/Gesondheids-
komitee van.....(hierna die "plaas-
like owerheid" genoem) vir verpligte militêre diens by die Burger-
mag ingedeel is;

En aangesien ek deur die militêre owerhede aangesê is om my aan-
vanklike tydperk van diens vanaf.....19.....
tot.....19..... te verrig, vir welke doeleindes
ek verlof van gemelde plaaslike owerheid nodig het;

En aangesien die plaaslike owerheid bereid is om vir gemelde doel-
eindes en vir gemelde tydperk op die hieronder vermelde voor-
waardes verlof aan my toe te staan;

Derhalwe—

1. Onderneem ek om—

- (1) onmiddellik na voltooiing van my aanvanklike tydperk van verpligte militêre 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 toegestaan was, naamlik..... werkdae;
- (2) indien ek op enige wyse 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 paragraaf (1) hierbo ten volle na te kom, ongeag of sodanige versuim die gevolg is van my ontslag deur die plaaslike owerheid op grond van wangedrag, maar behalwe as dit as gevolg van my oorlye of weens my permanente arbeidsongeskiktheid is, die volle betaling wat die plaaslike owerheid aan my betaal het vir en ten opsigte van die tydperk waarin spesiale verlof aan my toegestaan was, asook die vakansiebesparingsbonus, as daar was, wat die plaaslike owerheid aan my betaal het, op skriftelike aanvraag onmiddellik terug te betaal, tesame met rente daarop teen die koers van 6 persent per jaar bereken vanaf datum van kontrakbreuk of ontslag.

2. Erken, aanvaar en onderneem ek om te aanvaar dat die stadsklerk van die plaaslike owerheid volgens sy uitsluitlike diskresie geregtig is om te besluit of en wanneer voltooiing van my aanvanklike tydperk van verpligte militêre diens plaasgevind het, en verder onderneem ek om hom te voorsien van alle inligting en dokumente wat hy in dié verband van my verlang.**CLAUSE 13.—ADMINISTRATION OF AGREEMENT**

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

This Agreement signed at Pretoria on behalf of the parties this 31st day of August 1979.

N. C. GEY VAN PITTIUS, Chairman.

J. F. M. VAN DER MERWE, Vice-Chairman.

A. J. VAN SCHALKWYK, Secretary.

SCHEDULE A**CERTIFICATE OF INDISPOSITION**

[Clause 9 (14) (d) (i)]

Name of medical practitioner/dentist.....

Qualifications.....

Address.....

I hereby certify that.....
(Name of applicant)

has been under my treatment from.....19.....
to.....19..... that he/she is suffering from
(state the nature of the indisposition, illness or injury as far as possible in non-technical terms with concise particulars as to history, symptoms and severity and ascertainable cause).....

I further certify that he/she is consequently unable to perform 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

[Clause 9 (17) (e)]

UNDERTAKING

Whereas I, the undersigned,.....
an employee in the service of the City Council/Town Council/Village Council/Health Committee of.....
(hereinafter referred to as the local authority), have been classified for compulsory military service with the Citizen Force;

And whereas I have been instructed by the military authorities to perform my initial period of service from.....19.....
to.....19..... for which purpose I require leave from the said local authority;

And whereas the local authority is prepared to grant leave to me for the said purpose and the said period on the conditions stated hereinafter;

Therefore—

1. I undertake—

- (1) to return to the service of the local authority immediately on completion of my initial period of compulsory military service 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 undertaking and in particular (but not exclusively restricted 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 permanent incapacity for duty, to refund immediately 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 percent 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 initial period of compulsory military 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. Verklaar ek dat ek begryp en aanvaar dat—

- (1) gedurende die tydperk van spesiale verlof ek, behalwe my gewone salaris of loon wat ek van die plaaslike owerheid ontvang, ook die soldy wat ek gedurende sodanige tydperk van verpligte militêre diens ontvang, kan behou tensy die raad anders bepaal;
- (2) die tydperk van spesiale verlof wat aan my toegestaan word, nie tel as diens ter nakoming van 'n diensverpligting wat ooreenkomstig 'n beurs-, lenings-, enige opleidings-, studie-verlof- of ander dergelike onderneming op my mag rus nie;
- (3) slegs vakansie- en siekteverlof met volle of gedeeltelike besoldiging as diens ter nakoming van my diensverpligting ingevolge paragraaf (1) hierbo sal tel en dat indien verlof van enige aard aan my toegestaan word of as ek sonder toestemming van diens afwesig is voordat ek my diensverpligting ten volle nagekom het, my diensverpligting verleng sal word met 'n getal werkdae 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 diensverpligting verleng word ingevolge paragraaf (3) hierbo, ek gedurende die verlengde tydperk op dieselfde wyse onderworpe sal wees aan hierdie onderneming asof die verlengde tydperk oorspronklik deel was van my diensverpligting ingevolge paragraaf (1) hierbo;
- (5) my diensverpligting ingevolge paragraaf (1) hierbo gelyktydig met een of meer van enige ander diensverpligting(e) wat ingevolge 'n beurs-, lenings-, enige opleidings-, studieverlof- of enige ander dergelike onderneming op my mag rus, uitgedien kan word.

Geteken te.....op hede die.....
dag van.....19.....

Handtekening van werknemer

Getuiers:

1.
2.

Bygestaan deur (in die geval van 'n minderjarige):

Handtekening van ouer of voog

Getuiers:

1.
2.

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 compulsory military 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) vacation or sick leave only on full or part pay will 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.....on this the.....
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.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958–1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

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PHYTOPHYLACTICA

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