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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

NO. R. 2135 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

PLAASLIKE BESTUURSONDERNEMING, NATAL:
EERSTE OOREENKOMS

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

L. WESSELS,
Minister van Mannekrag.

BYLAE

INHOUDSOPGAWE

Klousule

1. Toepassingsbestek van ooreenkoms
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3. Woordskrywing
4. Funksies, organisasie en postestruktuur
5. Vlakindeling, groepering en salarisskale van poste
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9. Werkdae en werkure, bywoningsregister, Sondae, openbare feesdae, oortyd en gereedheidsdiens

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2135 12 November 1993

LABOUR RELATIONS ACT, 1956

LOCAL GOVERNMENT UNDERTAKING, NATAL:
FIRST AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1997, 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.

L. WESSELS,
Minister of Manpower.

SCHEDULE

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NYWERHEIDSRAAD VIR DIE PLAASLIKE BESTUURSONDERNEMING

OOREENKOMS

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

Munisipale Werkgewersorganisasie

(hierna die "werkgewers" of die "werkgewersorganisasie" 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.

KLOUSULE 1: TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Die bepalings van hierdie ooreenkoms moet nagekom word in die Plaaslike Owerheidsonderneming deur alle stadsrade/dorpsrade/gesondheidskomitees wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, wat in die jurisdiksie van die Nywerheidsraad vir die Plaaslike Owerheidsonderneming val soos onderneem deur stadsrade, dorpsrade en gesondheidskomitees van Amantzimoti, Anerley, Balito, Bergville, Camperdown, Colenso, Dannhauser, Dundee, Durnacol, Empangeni, Eshowe, Estcourt, Gillits, Gingindlovu, Glencoe, Greytown, Hibberdene, Hillcrest, Hilton, Howick, Isipingo, Ixopo, Kingsburgh, Kloof, Kokstad, Ladysmith, La Lucia, Maidstone, Mandini, Margate, Matatiele, Mtubatuba, Melmoth, Mooirivier, Mtunzini, Munster, Newcastle, New Germany, Paulpietersburg, Pinetown, Port Shepstone, Queensburgh, Ramsgate, Richardsbaai, Richmond, Rossburgh, Salt Rock, Scottburgh, Shelly Beach, Stanger, Thornville-aansluiting, Tongaat, Umbogintwini, Umdloti Beach, Umhlali, Umhlanga Rocks, Umtentweni, Umzinto, Utrecht, Uvongo, Verulam, Vryheid, Weenen en Westville in die provinsie Natal.

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

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

KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

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

10. Disciplinary procedure
11. Termination of service
12. Uniforms and protective clothing
13. Travelling and subsistence allowance
14. Grievance procedure
15. General
16. Leave conditions

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING

AGREEMENT

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

Municipal Employers' Organisation

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

South African Association of Municipal Employees (non Political)

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Local Government Undertaking.

CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this agreement shall be observed in the Local Government Undertaking by all city councils/town councils/health committees who are members of the employers organisation and all employees who are members of the trade union, falling within the jurisdiction of the Industrial Council for the Local Government Undertaking as undertaken by the city councils/town councils and health committees of Amantzimoti, Anerley, Balito, Bergville, Camperdown, Colenso, Dannhauser, Dundee, Durnacol, Empangeni, Eshowe, Estcourt, Gillits, Gingindlovu, Glencoe, Greytown, Hibberdene, Hillcrest, Hilton, Howick, Isipingo, Ixopo, Kingsburgh, Kloof, Kokstad, Ladysmith, La Lucia, Maidstone, Mandini, Margate, Matatiele, Mtubatuba, Melmoth, Mooi River, Mtunzini, Munster, Newcastle, New Germany, Paulpietersburg, Pinetown, Port Shepstone, Queensburgh, Ramsgate, Richards Bay, Richmond, Rossburgh, Salt Rock, Scottburgh, Shelly Beach, Stanger, Thornville Junction, Tongaat, Umbogintwini, Umdloti Beach, Umhlali, Umhlanga Rocks, Umtentweni, Umzinto, Utrecht, Uvongo, Verulam, Vryheid, Weenen and Westville in the Province of Natal.

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

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

CLAUSE 2: PERIOD OF VALIDITY OF AGREEMENT

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

KLOUSULE 3: WOORDOMSKRYWING

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

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

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

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

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

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

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

“kontrakueel vir bekleër”, met betrekking tot—

(a) salaris/salarisskaal—

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

(b) ander voordele—

dat die werknemer alle beter voordele wat hom volgens kontrak toekom, behou totdat hy die raad se diens verlaat of tot in 'n ander stadium, afhangende van die aanstellingsvoorwaardes of voorwaardes van die kontraktuele ooreenkoms;

“raad” 'n plaaslike owerheid en omvat dit enige komitee of werknemer van die plaaslike owerheid wat optree kragtens bevoegdhede wat ingevolge hierdie ooreenkoms by die plaaslike owerheid berus en wat aan sodanige komitee of werknemer gedelegeer is;

“siklus” die tydperk ten opsigte waarvan die siekteverloftoekenning aan 'n werknemer geskied;

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

CLAUSE 3: DEFINITIONS

In this agreement, unless the context otherwise indicates—

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

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

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

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

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

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

“contractual to holder” with regard to—

(a) salary/salary scale—

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

(b) other benefits—

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

“council” means a local authority and includes any committee or employee of a local authority acting in accordance with the powers which have been vested in the local authority in terms of this agreement and which have been delegated to such committee or employee;

“cycle” means the period in respect of which the sick leave allocation is made to an employee;

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

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

"departementshoof" dieselfde as hoof van 'n departement;

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

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

"werkgewer" dieselfde as raad;

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

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

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

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

"vyfdagwerkweek" 'n tydperk van 5 (vyf) agtereenvolgende kalenderdae van Maandag tot en met Vrydag;

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

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

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

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

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

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

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

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

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

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

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

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

"employer" means the same as council;

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

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

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

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

"five-day working week" means a period of 5 (five) consecutive calendar days from Monday to Friday inclusive;

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

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

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

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

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

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

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

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

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

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

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

"taakevalueringskema" beteken dieselfde as "pos-evalueringskema";

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

"plaaslike bestuur" beteken dieselfde as "plaaslike owerheid";

"plaaslike bestuursonderneming" beteken dieselfde as "plaaslike owerheidsonderneming";

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

- (a) 'n instelling of liggaam ingestel kragtens die Wet op Landelike Kleurlinggebiede, 1979 (Wet No. 1 van 1979), van die Verteenwoordigende Kleurlingraad van die Republiek van Suid-Afrika;
- (b) 'n streeksdiensteraad ingestel kragtens die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);
- (c) 'n plaaslike bestuur soos omskryf in die Wet op Swart Plaaslike Owerhede, 1982, (Wet No. 102 van 1982); of
- (d) 'n instelling of liggaam ingestel kragtens die Wet op Gesamentlike Dienste vir KwaZulu en Natal, 1990 (Wet No. 84 van 1990);

"plaaslike owerheidsonderneming" die onderneming waarin rade as werkgewers en hulle werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handeling, skema of aktiwiteit wat deur 'n raad onderneem word;

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

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

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

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

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

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

"job evaluation scheme" means the same as "post evaluation scheme";

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

"local authority" means the same as "local government";

"local authority undertaking" means the same as "local government undertaking";

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

- (a) an institution or body established in terms of the Rural Coloured Areas Act, 1979 (Act No. 1 of 1979), of the Coloured Representative Council of the Republic of South Africa;
- (b) a regional services council established in terms of the Regional Services Councils Act, 1985 (Act No. 109 of 1985);
- (c) a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982);
- (d) an institution or body established in terms of the KwaZulu and Natal Joint Services Act, 1990 (Act No. 84 of 1990);

"local government undertaking" means the undertaking in which the councils as employers and their employees are associated with one another for the institution, continuation and conclusion of any action, scheme or activity undertaken by a council;

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

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

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

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n student, wat 'n pos op die vaste of tydelike diensstaat beklee en wie se werkweek nie 25 (vyf-en-twingtig) uur oorskry nie;

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

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

"persoonlik vir bekleër, met betrekking tot—

(a) salaris/salarisskaal—

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

(b) ander voordele—

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

"posevalueringskema" die skema van tyd tot tyd deur die Nywerheidsraad goedgekeur;

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

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

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

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

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

"veiligheidswag" dieselfde as "sekuriteitswag";

"salaris" 'n werknemer se normale geldelike vergoeding ten opsigte van dienste aan die raad gelewer, hetsy ooreenkomstig die toepaslike kerf op sy salarisskaal of 'n vaste bedrag geld, en sluit dit geen toelaes, bonus, behuisingsvoordeel, oortydvergoeding of geldelike byvoordeel in nie;

"salariskerfverhoging" die inkrement waarmee 'n werknemer se salaris volgens sy toepaslike salarisskaal verhoog word;

"sekuriteitswag" 'n werknemer wat hoofsaaklik betrokke is by toesighouding en beheer oor 'n wag en by beheer van of verslagdoening oor die beweging van persone of voertuie deur beheerpunte of hekke en van wie vereis kan word om die pligte van 'n wag of sodanige ander pligte verbonde aan sekuriteit as wat die raad aan hom toewys, te verrig;

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

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

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

"personal to holder", with regard to—

(a) salary/salary scale—

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

(b) other benefits—

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

"post evaluation scheme" means the scheme approved by the Industrial Council from time to time;

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

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

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

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

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

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

"salary" means an employee's usual monetary compensation for services rendered to the council, whether in terms of the appropriate notch on his salary scale or a fixed amount of money, and excluding any allowance, bonus, housing benefit, payment for overtime or monetary fringe benefit;

"salary increment" means the increment by which an employee's salary is increased in accordance with his applicable salary scale;

"security guard" means an employee mainly concerned with the supervision and control of a guard; with the control of and reporting on the movement of persons and vehicles through control points or gates, and who is required to do the duties of a guard or such other duties in connection with security as may be assigned to him by the council;

"onderbroke sesdagwerkweek" 'n tydperk van 6 (ses) kalenderdae in 'n werkweek wat van Sondag tot en met Saterdag strek en waartydens Sondag 'n werkdag sonder bykomstige betaling geag word en 'n vry tydperk van 24 (vier-en-twintig) uur deur die raad aan sodanige werknemer toegestaan word;

"ononderbroke sesdagwerkweek" 'n tydperk van 6 (ses) agtereenvolgende kalenderdae van Maandag tot en met Saterdag;

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

"student" 'n persoon wat voltyds aan 'n opvoedkundige inrigting studeer;

"tydelike werknemer" 'n werknemer, uitgesonderd 'n kontrakwerknemer, wat, hetsy voltyds of deelyds, vir 'n deurlopende tydperk van hoogstens 12 (twaalf) maande in 'n tydelike hoedanigheid in 'n pos op die vaste of tydelike diensstaat van die raad aangestel is: Met dien verstande dat die Nywerheidsraad, indien deur die raad daartoe versoek, 'n langer tydperk kan goedkeur;

"tydelike diensstaat" die pos/poste wat vir buitengewone vereistes van die raad se diens vir 'n deurlopende tydperk van hoogstens 12 (twaalf) maande geskep is: Met dien verstande dat die raad ten opsigte van 'n bepaalde projek 'n langer tydperk kan goedkeur;

"stadsklerk" die hoof uitvoerende beamppte van die plaaslike owerheid, ongeag die benaming van die pos wat daardie beamppte beklee, of 'n werknemer wat kragtens 'n besluit van die raad in sodanige hoedanigheid waarneem;

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

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

"loon" dieselfde as "salaris";

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

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

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

"werkmaand" 'n tydperk van hoogstens 31 (een-en-dertig) kalenderdae soos deur die raad ten opsigte van 'n werknemer of klas van werknemers bepaal;

"werkweek" 'n tydperk van hoogstens 6 (ses) agtereenvolgende kalenderdae soos deur die raad ten opsigte van 'n werknemer of klas van werknemers bepaal;

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

KLOUSULE 4: FUNKSIES, ORGANISASIE EN POSTESTRUKTUUR

4.1 Alle funksies wat uitgevoer moet word om die doelstellings van die raad te bereik, word deur die raad bepaal.

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

"six day interrupted working week" means a period of 6 (six) calendar days within a working week extending from Sunday to Saturday inclusive, and within which Sunday is deemed to be a working day without additional pay and a free period of 24 (twenty-four) hours is granted to such employee by the council;

"six day uninterrupted week" means a period of 6 (six) consecutive calendar days from Monday to Saturday inclusive;

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

"student" means a person studying full-time at an educational institution;

"temporary employee" means an employee, excluding a contract employee, appointed to a post on the fixed or temporary establishment of the council in a temporary capacity, whether full-time or part-time, for a continuous period not exceeding 12 (twelve) months, provided that the Industrial Council may, at the request of the council, approve a longer period;

"temporary establishment" means the post/posts created for the extraordinary requirements of the council's service for a continuous period not exceeding 12 (twelve) months: Provided that the council may grant a longer period for a specific project;

"town clerk" means the chief executive officer of the local authority, irrespective of the designation of the post occupied by that official, or an employee acting in such capacity in terms of a decision of the council;

"trade union" means a trade union as defined in section 1 of the Labour Relations Act, 1956 (Act No. 28 of 1956);

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

"wage" means the same as salary;

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

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

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

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

"working week" means a period not exceeding 6 (six) consecutive calendar days as determined by the council in respect of an employee or class of employees;

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

CLAUSE 4: FUNCTIONS, ORGANISATION AND POST STRUCTURE

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

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

KLOUSULE 9: WERKDAE EN WERKURE, BYWONINGS-REGISTER, SONDAE, OPENBARE FEESDAE, OORTYD EN GEREEDHEIDSDIENS

9.1 Werkdae en werkure:

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

9.1.1.1 45 (vyf-en-veertig) uur per *werkweek* oorskry;

9.1.1.2 wat 'n *vyfdagwerkweek* werk, behoudens die bepalings van klousule 9.1.1.1, $9\frac{1}{4}$ (nege en 'n kwart) uur per *werkdag* oorskry;

9.1.1.3 wat 'n *onderbroke sesdagwerkweek* of 'n *ononderbroke sesdagwerkweek* werk, behoudens die bepalings van klousule 9.1.1.1, $8\frac{1}{2}$ (agt en 'n half) uur per *werkdag* oorskry.

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

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

9.1.2.1.1 hoogstens 48 (agt-en-veertig) uur per *werkweek* werk;

9.1.2.1.2 hoogstens 8 (agt) uur per skof en 6 (ses) skofte per *werkweek* werk: Met dien verstande voorts dat sodanige *werknemer* 7 (sewe) skofte in enige 1 (een) *werkweek* gedurende enige tydperk van 3 (drie) agtereenvolgende *werkweke* mag werk, mits die getal *werkure* gedurende sodanige tydperk nie 144 (eenhonderd-vier-en-veertig) oorskry nie;

9.1.2.1.3 se skofte normaalweg deur minstens 8 (agt) uur onderbreek word;

9.1.2.1.4 'n vry tydperk van minstens 24 (vier-en-twintig) agtereenvolgende ure per *werkweek* toestaan word;

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

9.1.2.2.1 hoogstens 60 (sestig) uur per *werkweek* werk;

9.1.2.2.2 hoogstens 12 (twaalf) uur per skof en 5 (vyf) skofte per *werkweek* werk: Met dien verstande voorts dat sodanige *werknemer* 6 (ses) skofte in enige 1 (een) *werkweek* gedurende enige tydperk van 2 (twee) agtereenvolgende *werkweke* mag werk, mits die aantal *werkure* gedurende sodanige tydperk nie 120 (eenhonderd-en-twintig) oorskry nie;

9.1.2.2.3 se skofte normaalweg deur minstens 12 (twaalf) uur onderbreek word;

9.1.2.2.4 'n vry tydperk van minstens 24 (vier-en-twintig) agtereenvolgende ure per *werkweek* toestaan word;

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

9.1.2.3.1 hoogstens 40 (veertig) uur *werkweek*;

9.1.2.3.2 hoogstens 8 (agt) uur per *werkdag*;

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

9.1.2.4.1 hoogstens 24 (vier-en-twintig) uur per skof en hoogstens 112 (eenhonderd-en-twaalf) uur gedurende enige tydperk van 2 (twee) agtereenvolgende *werkweke* werk;

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

CLAUSE 5: LEVELS, GROUPING AND SALARY SCALE OF POSTS

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

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

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

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

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

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

CLAUSE 6: APPOINTMENT, PROMOTION, TRANSFER AND DEMOTION

6.1 General:

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

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

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

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

6.2 Appointment:

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

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

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

6.2.3.1 has not yet attained the age of 65 (sixty-five) years;

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

6.2.4 On entering the *council's* service, an *employee* shall, where applicable, hand in his unemployment insurance fund contributor's card to the *council*.

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

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

6.2.7 'n *Permanente werknemer* kan vir 'n bepaalde tydperk, wat nie 6 (ses) maande oorskry nie, behoudens die volgende voorwaardes, deur die *raad* op proef *aangestel* word:

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

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

6.2.7.2.1 die proeftydperk van sodanige *werknemer* eenmalig vir 'n bepaalde tydperk, wat nie 6 (ses) maande oorskry nie, skriftelik met opgaaf van redes verleng; of

6.2.7.2.2 sodanige *werknemer* minstens 1 (een) *werkmaand* skriftelike kennis gee dat sy dienste op 'n bepaalde datum beëindig word: Met dien verstande dat 'n billike prosedure gevolg is soos deur die Nywerheidsraad bepaal.

6.3 Bevordering:

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

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

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

6.4 Oorplasing:

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

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

6.5 Degradering:

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

6.5.1.1 Wangedrag:

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

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

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

6.2.7 The *council* may *appoint* a *permanent employee* on probation for a fixed period not exceeding 6 (six) months, subject to the following conditions:

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

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

6.2.7.2.1 in writing and stating the reasons therefor, extend the probationary period of such *employee* once only for a fixed period not exceeding 6 (six) months; or

6.2.7.2.2 give such *employee* at least 1 (one) *working month's* written notice that his services will be terminated on a specific date: Provided that a fair procedure as determined by the Industrial Council has been followed.

6.3 Promotion:

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

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

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

6.4 Transfer:

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

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

6.5 Demotion:

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

6.5.1.1 Misconduct:

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

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

6.5.1.2 Herorganisasie:

6.5.1.2.1 Indien 'n werknemer se pos weens 'n herorganisasie van die raad se diens oorbodig verklaar en afgeskaf word en sodanige werknemer deur die raad gedegradeer word, behou die werknemer sy vlakindeling wat voor sodanige degradering van toepassing was, as "persoonlik vir bekleër" of "kontrakueel vir bekleër"; na gelang van die geval.

6.5.1.3 Liggaamlike of geestelike ongesteldheid soos bepaal deur 'n mediese raad:

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

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

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

KLOUSULE 7: BETALING VAN SALARISSE EN ANDER VERSKULDIGE BEDRAE

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

7.1.1 In die geval van 'n werknemer wat maandeliks besoldig word, op 'n datum wat nie later is nie as die laaste werkdag van die betrokke werkmaand: Met dien verstande dat betaling op 'n later datum kan geskied as gevolg van omstandighede buite die beheer van die raad, maar nie later as 5 (vyf) werkdag na die voltooiing van die betrokke werkmaand nie.

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

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

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

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

6.5.1.2 Re-organisation:

6.5.1.2.1 If an employee's post is declared redundant and is abolished due to a re-organisation of the council's service and such employee is downgraded by the council, the employee shall retain his post level which applied prior to such downgrading, as "personal to holder" or "contractual to holder", as the case may be.

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

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

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

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

CLAUSE 7: PAYMENT OF SALARIES AND OTHER DUE MONIES

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

7.1.1 In the case of an employee paid monthly, on a date not later than the last working day of the relevant working month: Provided that payment may take place on a later date due to circumstances outside the control of the council, but not later than 5 (five) working days after completion of the relevant working month.

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

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

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

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

7.4 Die *raad* mag sodanige bedrae as wat deur 'n *werknemer* verskuldig is ten opsigte van huisvesting op raadspersele, hostelgeld, voedsel, oorbetalings (binne die regsbeginsele van *conditio indebiti*) en inkomstebelasting en gelde verskuldig deur 'n *werknemer* aan die werkloosheidsversekeringsfonds, pensioenfonds en mediese hulpfonds en alle ander gelde wat wettiglik deur hom aan die *raad* verskuldig is, van 'n *werknemer* se *besoldiging* aftrek.

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

$$7.5.1 \text{ Maandelikse salaris} = \frac{\text{jaarlikse salaris}}{12}$$

$$7.5.2 \text{ Weekloon} = \frac{\text{jaarlikse salaris}}{52}$$

$$7.5.3 \text{ Dagloon} = \frac{\text{jaarlikse salaris}}{250}$$

$$7.5.4 \text{ Uurloon} = \frac{\text{jaarlikse salaris}}{250} \times \frac{1}{\text{aantal werkdag}}$$

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

KLOUSULE 8: SALARISVERHOIGINGS EN WAARNEMINGSTOELAE

8.1 Jaarlikse salarisverhogings:

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

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

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

8.2 Buitengewone salarisverhogings:

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

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

8.3 Waarnemingstoelae:

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

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

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

$$7.5.1 \text{ Monthly salary} = \frac{\text{annual salary}}{12}$$

$$7.5.2 \text{ Weekly wage} = \frac{\text{annual salary}}{52}$$

$$7.5.3 \text{ Daily wage} = \frac{\text{annual salary}}{250}$$

$$7.5.4 \text{ Hourly wage} = \frac{\text{annual salary}}{250} \times \frac{1}{\text{Number of working hours per working day}}$$

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

CLAUSE 8: SALARY INCREMENTS AND ACTING ALLOWANCES

8.1 Annual increments:

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

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

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

8.2 Extraordinary salary increments:

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

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

8.3 Acting allowances:

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

KLOUSULE 9: WERKDAE EN WERKURE, BYWONINGS-REGISTER, SONDAE, OPENBARE FEESDAE, OORTYD EN GEREEDHEIDSDIENS

9.1 Werkdae en werkure:

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

9.1.1.1 45 (vyf-en-veertig) uur per *werkweek* oorskry;

9.1.1.2 wat 'n *vyfdagwerkweek* werk, behoudens die bepalings van klousule 9.1.1.1, $9\frac{1}{4}$ (nege en 'n kwart) uur per *werkdag* oorskry;

9.1.1.3 wat 'n *onderbroke sesdagwerkweek* of 'n *ononderbroke sesdagwerkweek* werk, behoudens die bepalings van klousule 9.1.1.1, $8\frac{1}{2}$ (agt en 'n half) uur per *werkdag* oorskry.

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

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

9.1.2.1.1 hoogstens 48 (agt-en-veertig) uur per *werkweek* werk;

9.1.2.1.2 hoogstens 8 (agt) uur per skof en 6 (ses) skofte per *werkweek* werk: Met dien verstande voorts dat sodanige *werknemer* 7 (sewe) skofte in enige 1 (een) *werkweek* gedurende enige tydperk van 3 (drie) agtereenvolgende *werkweke* mag werk, mits die getal *werkure* gedurende sodanige tydperk nie 144 (eenhonderd-vier-en-veertig) oorskry nie;

9.1.2.1.3 se skofte normaalweg deur minstens 8 (agt) uur onderbreek word;

9.1.2.1.4 'n vry tydperk van minstens 24 (vier-en-twintig) agtereenvolgende ure per *werkweek* toestaan word;

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

9.1.2.2.1 hoogstens 60 (sestig) uur per *werkweek* werk;

9.1.2.2.2 hoogstens 12 (twaalf) uur per skof en 5 (vyf) skofte per *werkweek* werk: Met dien verstande voorts dat sodanige *werknemer* 6 (ses) skofte in enige 1 (een) *werkweek* gedurende enige tydperk van 2 (twee) agtereenvolgende *werkweke* mag werk, mits die aantal *werkure* gedurende sodanige tydperk nie 120 (eenhonderd-en-twintig) oorskry nie;

9.1.2.2.3 se skofte normaalweg deur minstens 12 (twaalf) uur onderbreek word;

9.1.2.2.4 'n vry tydperk van minstens 24 (vier-en-twintig) agtereenvolgende ure per *werkweek* toestaan word;

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

9.1.2.3.1 hoogstens 40 (veertig) uur *werkweek*;

9.1.2.3.2 hoogstens 8 (agt) uur per *werkdag*;

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

9.1.2.4.1 hoogstens 24 (vier-en-twintig) uur per skof en hoogstens 112 (eenhonderd-en-twaalf) uur gedurende enige tydperk van 2 (twee) agtereenvolgende *werkweke* werk;

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

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

9.1 Working days and working hours:

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

9.1.1.1 to exceed 45 (forty-five) hours per *working week*;

9.1.1.2 who works a *five-day working week*, to exceed $9\frac{1}{4}$ (nine and a quarter) hours per *working day*, subject to the provisions of clause 9.1.1.1 above;

9.1.1.3 who works a *six-day interrupted working week* or a *six-day uninterrupted working week*, to exceed $8\frac{1}{2}$ (eight and a half) hours per *working day*, subject to the provisions of clause 9.1.1.1 above.

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

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

9.1.2.1.1 shall work a maximum of 48 (forty-eight) hours per *working week*;

9.1.2.1.2 shall work a maximum of 8 (eight) hours per shift and 6 (six) shifts per *working week* and provided further that such *employee* may work 7 (seven) shifts in 1 (one) *working week* during any period of 3 (three) consecutive *working weeks*, subject to the number of *working hours* during such period not exceeding 144 (one hundred and forty-four);

9.1.2.1.3 shall normally have a break of at least 8 (eight) hours between shifts;

9.1.2.1.4 shall be granted a free period of at least 24 (twenty-four) consecutive hours per *working week*;

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

9.1.2.2.1 shall work a maximum of 60 (sixty) hours per *working week*;

9.1.2.2.2 shall work a maximum of 12 (twelve) hours per shift and 5 (five) shifts per *working week*, provided that such *employee* may work 6 (six) shifts in any 1 (one) *working week* during any period of 2 (two) consecutive *working weeks*, subject to the number of *working hours* during such period not exceeding 120 (one hundred and twenty);

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

9.1.2.2.4 shall be granted a free period of at least 24 (twenty-four) consecutive hours per *working week*;

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

9.1.2.3.1 a maximum of 40 (forty) hours per *working week*;

9.1.2.3.2 a maximum of 8 (eight) hours per *working day*;

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

9.1.2.4.1 shall work a maximum of 24 (twenty-four) hours per shift and a maximum of 112 (one hundred and twelve) hours during any period of 2 (two) consecutive *working weeks*;

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

9.1.2.4.3 'n vry tydperk van minstens 24 (vier-en-twintig) agtereenvolgende ure per *werkweek* toege staan word;

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

9.1.2.5.1 hoogstens 42 (twee-en-veertig) uur per sewedag*werkweek*, wat van Sondag tot en met Saterdag strek, werk;

9.1.2.5.2 hoogstens 6 (ses) uur in 'n tydperk van 24 (vier-en-twintig) agtereenvolgende ure werk;

9.1.2.5.3 hoogstens 46 (ses-en-veertig) uur, soos in 9.1.2.5.1 beoog, en hoogstens 7 (sewe) uur en 40 (veertig) minute, soos in 9.1.2.5.2 beoog, gedurende 'n *werkweek* werk indien daar nie van sodanige *werknemer* vereis word om meer as 6 (ses) sodanige tydperke in die betrokke *werkweek* te werk nie.

9.1.3 Behoudens die bepalings van klousule 9.1.1 en 9.1.2 en enige wysigings waarop die *raad* en die *vakvereniging* van tyd tot tyd ooreenkom, is 'n *werknemer* aan diens op die *werkdag* en gedurende die *werkure* wat op die datum van inwerkingtreding van hierdie ooreenkoms by die *raad* van toepassing is.

9.1.4 Behoudens die bepalings van klousule 9.1.5 is alle *werkure* van 'n *werknemer* op 'n *werkdag* agtereenvolgend.

9.1.5 'n *Werknemer* mag nie vir 'n aaneenlopende tydperk van langer as 5 (vyf) uur sonder 'n pouse van minstens 1 (een) uur werk nie, gedurende welke pouse sodanige *werknemer* nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse word nie deel van die *werkure* van 'n *werknemer* geag nie: Met dien verstande dat—

9.1.5.1 die *raad* en die *vakvereniging* ooreen kan kom dat sodanige aaneenlopende tydperk hoogstens 6 (ses) uur is en dat sodanige pouse tot minstens 'n halfuur verkort of, behoudens die bepalings van klousules 9.1.5.2 en 9.1.5.5, tot hoogstens 1½ (een en 'n kwart) uur verleng word;

9.1.5.2 waar 'n *werknemer* uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak of diere versorg, sodanige pouse hoogstens 3 (drie) uur is;

9.1.5.3 wanneer 'n *werknemer*, vanweë oortyd wat gewerk word, 'n tweede pouse gedurende 'n *werkdag* toegestaan word, sodanige pouse tot minstens 15 (vyftien) minute verkort kan word;

9.1.5.4 behoudens die bepalings van klousule 9.1.5.5 en behalwe in die geval van 'n *deelydse werknemer*, slegs 1 (een) sodanige pouse gedurende 'n *werkdag* nie deel van die *werkure* van 'n *werknemer* geag word nie;

9.1.5.5 die *werkure* van 'n *werknemer* wat uitsluitlik of hoofsaaklik met die vervoer van passasiers gemoeid is, met hoogstens 2 (twee) sodanige pouses onderbreek word: Met dien verstande voorts dat indien die *werkure* van sodanige *werknemer* met 2 (twee) Pouses onderbreek word, die *werkure* oor hoogstens 14 (veertien) uur op 'n *werkdag* versprei word;

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

9.1.2.4.3 shall be granted a free period of a minimum of 24 (twenty-four) consecutive hours per *working week*;

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

9.1.2.5.1 shall work a maximum of 42 (forty-two) hours per 7 (seven) day *working week*, extending from Sunday up to and including Saturday;

9.1.2.5.2 shall work for a maximum of 6 (six) hours during a period of 24 (twenty-four) consecutive hours;

9.1.2.5.3 shall work a maximum of 46 (forty-six) hours, as contemplated in clause 9.1.2.5.1 and a maximum of 7 (seven) hours and 40 (forty) minutes, as contemplated in clause 9.1.2.5.2, during any *working week* if such *employee* is not required to work for more than 6 (six) such periods during the relevant *working week*.

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

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

9.1.5 An *employee* shall not work for a continuous period of longer than 5 (five) hours without a break of a minimum of 1 (one) hour, during which break such *employee* shall not be permitted or compelled to do any work, and such break shall not be deemed to be part of the *working hours* of such *employee*: Provided that—

9.1.5.1 the *council* and the *trade union* may agree that such continuous period may be a maximum of 6 (six) hours and that such break may be reduced to a minimum of half an hour or, subject to the provisions of clauses 9.1.5.2 and 9.1.5.5, may be increased to a maximum of 1½ (one and a quarter) hour;

9.1.5.2 where an *employee* is engaged exclusively or mainly in cleaning premises or passenger vehicles or caring for animals, such break shall be a maximum of 3 (three) hours;

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

9.1.5.4 subject to the provisions of clause 9.1.5.5 and except in the case of a *part-time employee*, only 1 (one) such break during a *working day* shall not be deemed to be part of the *working hours* of an *employee*;

9.1.5.5 the *working hours* of an *employee* concerned exclusively or mainly with the transport of passengers shall be interrupted by a maximum of 2 (two) such breaks: Provided that if the *working hours* of such *employee* are interrupted by 2 (two) breaks, the *working hours* shall be spread over a maximum of 14 (fourteen) hours on a *working day*;

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

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

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

9.1.6 Die *raad* moet aan 'n *werknemer* 'n ruspouse van 10 (tien) minute toestaan gedurende elke werktydperk wat 'n pouse in klousule 9.1.5 gemeld, voorafgaan en daarop volg, so na moontlik aan die middel van sodanige werktydperk, gedurende welke pouse die *werknemer* nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van sy *werkure* te wees.

9.2 Bywoningsregister:

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

9.3 Sondae en vry tydperke van 24 uur:

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

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

9.3.2.1 Indien sodanige *werknemer* vir 'n tydperk van hoogstens 4 (vier) uur aldus werk, 'n bedrag van minstens die *salaris/loon* betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n *werkdag* gewerk word.

9.3.2.2 Indien sodanige *werknemer* langer as 4 (vier) uur aldus werk, 'n bedrag van dubbel sy *uurloon*, ooreenkomstig klousule 7.5.4 bereken ten opsigte van die aantal ure gewerk, of 'n bedrag van dubbel sy *dagloon*, ooreenkomstig klousule 7.5.3 bereken, wat ook al die grootste is.

9.3.3 Behoudens die bepalings van klousule 9.4.1 en nieëntstaande die bepalings van klousule 9.4.2 kan die *raad* aan 'n *werknemer* 'n bedrag betaal bereken teen 1½ (een en 'n derde) maal sy *uurloon* ooreenkomstig klousule 7.5.4 bepaal, ten opsigte van die aantal ure op sodanige Sondag of gedurende sodanige vry tydperk van 24 uur gewerk en binne 1 (een) *werkweek* vanaf sodanige Sondag of vry tydperk van 24 uur 1 (een) dag spesiale verlof met volle *betaling* aan sodanige *werknemer* toestaan.

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

9.4 Openbare feesdae:

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

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

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

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

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

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

9.2 Attendance register:

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

9.3 Sundays and free periods of 24 hours:

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

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

9.3.2.1 If such *employee* so works for a period not exceeding 4 (four) hours, an amount at least equal to the *salary/wage* payable in respect of the period usually worked by him on a *working day*.

9.3.2.2 If such *employee* so works for longer than 4 (four) hours, an amount of double his hourly *wage*, calculated in terms of clause 7.5.3, whichever is the larger.

9.3.3 Subject to the provisions of clause 9.4.1 and notwithstanding the provisions of clause 9.4.2, the *council* may pay an *employee* an amount calculated at 1½ (one and one third) times his hourly *wage* as determined in terms of clause 7.5.4 in respect of the number of hours worked on such Sunday or during such free period of 24 hours and may grant 1 (one) day's special leave with full pay to such *employee* within 1 (one) *working week* of such Sunday or free period of 24 hours.

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

9.4 Public holidays:

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

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

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

9.4.2.2 aan sodanige werknemer 'n bykomende werkdag vakansieverlof benewens sy jaarlikse aanwas toe te staan en aan hom 'n bykomstige bedrag te betaal bereken teen $\frac{1}{3}$ (een derde) maal sy uurloon ooreenkomstig klousule 7.5.4 bepaal, ten opsigte van die aantal ure deur hom op sodanige openbare feesdag gewerk.

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

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

9.5 Oortyd:

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

9.5.2 Indien 'n werknemer, uitgesonderd 'n werknemer wat behoort tot 'n klas deur die raad bepaal, oortyd werk, moet die raad sodanige werknemer vergoed teen $1\frac{1}{3}$ (een en een derde) maal sy uurloon ooreenkomstig klousule 7.5.4 bepaal, ten opsigte van die aantal ure aldus gewerk: Met dien verstande dat indien sodanige oortyd noodwerk behels en die normale werkure per werkweek van sodanige werknemer 45 (vyf-en-veertig) uur oorskry, word, vir die doeleindes van die berekening van die uurloon ooreenkomstig paragraaf 7.5.4, die werkure per werkweek van die werknemer geag 45 (vyf-en-veertig) uur te wees: Met dien verstande voorts dat sodanige werk aan die voorafgoedgekeuring van die raad onderworpe is.

9.5.3 Indien 'n werknemer wat behoort tot 'n klas deur die raad bepaal, oortyd werk en nie ooreenkomstig die bepalings van klousule 9.5.2 daarvoor vergoed word nie, word sodanige werknemer spesiale verlof met volle betaling, bereken teen $1\frac{1}{3}$ (een en 'n derde) maal die aantal ure wat deur die werknemer aldus gewerk is, deur die raad toegestaan: Met dien verstande dat sodanige werk aan die voorafgoedgekeuring van die raad onderworpe is.

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

9.5.4.1 10 (tien) uur gedurende enige werkweek;

9.5.4.2 3 (drie) uur op enige werkdag.

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

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

9.6 Gereedheidsdiens:

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

KLOUSULE 10: DISCIPLINÊRE PROSEDURE

10.1 Wangedrag:

10.1.1 'n Werknemer is aan wangedrag skuldig as hy—

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

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

9.4.2.2 granting such employee an additional working day's annual leave in addition to his annual accrual and paying him an additional amount calculated at $\frac{1}{3}$ (one third) times his hourly wage determined in terms of clause 7.5.4 in respect of the number of hours worked by him on such public holiday.

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

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

9.5 Overtime:

9.5.1 The council may require any employee to work overtime.

9.5.2 If an employee, excluding an employee belonging to a class determined by the council, works overtime the council shall compensate such employee at $1\frac{1}{3}$ (one and one third) times his hourly wage determined in terms of clause 7.5.4 in respect of the number of hours thus worked: Provided that, if such overtime comprises emergency work and the normal working hours per working week of such employee exceed 45 (forty-five) hours, then, for the purposes of determining the hourly wage in terms of clause 7.5.4, the working hours per working week of the employee shall be deemed to be 45 (forty-five) hours, and provided further that such work shall be subject to the prior approval of the council.

9.5.3 If an employee belonging to a class determined by the council works overtime and is not compensated therefor in terms of the provisions of clause 9.5.2, such employee shall be granted special leave on full pay calculated at $1\frac{1}{3}$ (one and one third) times the number of hours thus worked by the employee: Provided that such work shall be subject to the prior approval of the council.

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

9.5.4.1 10 (ten) hours during any working week;

9.5.4.2 3 (three) hours on any working day.

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

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

9.6 Stand-by-service:

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

CLAUSE 10: DISCIPLINARY PROCEDURE

10.1 Misconduct:

10.1.1 An employee shall be guilty of misconduct if he—

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

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

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

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

10.1.1.5 hom op 'n skandelige, onbehoorlike, onbetaamlike of oneerlike wyse gedra; of

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

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

10.1.1.8 korrupsie pleeg of omkoopgeld aanneem; of

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

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

10.1.1.11 wilens 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; of

10.1.1.12 werk teen vergoeding buite die *raad* se diens verrig of hom daartoe verbind voordat hy eers die toestemming van die *raad* geva en verkry het of enige voorwaardes waarop sodanige toestemming deur die *raad* verleen is, oortree; of

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

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

10.2 Dissiplinêre prosedure:

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

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

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

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

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

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

10.1.1.5 conducts himself in a disgraceful, improper, unbecoming or dishonest manner; or

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

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

10.1.1.8 commits corruption or accepts a bribe; or

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

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

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

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

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

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

10.2 Disciplinary procedure:

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

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

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

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

10.2.2.3 Indien die persoon wat die beskuldiging teen 'n *werknemer* aanhangig gemaak het, nie tevrede is met die bevinding van die *departementshoof* of sy gevolmagtigde soos in klousule 10.2.2.2 gemeld nie, kan sodanige persoon binne 5 (vyf) werkdade vanaf die datum waarop hy van die bevinding van die *departementshoof* of sy gevolmagtigde in kennis gestel is, die beskuldiging skriftelik by die *stadsklerk* aanhangig maak.

10.2.2.4 Enige beskuldiging wat teen 'n *werknemer* by die *stadsklerk* ingevolge klousule 10.2.2.3 aanhangig gemaak word, moet deur die *stadsklerk* of sy gevolmagtigde ondersoek word en die *stadsklerk* of sy gevolmagtigde moet binne 5 (vyf) werkdade vanaf die datum waarop die beskuldiging by die *stadsklerk* aanhangig gemaak is, besluit of die beskuldiging 'n dissiplinêre verhoor regverdig en die betrokke *departementshoof* en die persoon wat die beskuldiging aanhangig gemaak het, skriftelik dienoreenkomstig in kennis stel.

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

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

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

10.2.2.7.1 Die *departementshoof* of sy gevolmagtigde, wat 'n *werknemer* in sy departement of 'n persoon aangewys deur die *raad* kan wees en skriftelik deur die *departementshoof* daartoe gelas is (hierna "die aanklaer" genoem), kan 'n *werknemer* in die betrokke departement onder sy handtekening van wangedrag aankla.

10.2.2.7.2 Die aanklag bedoel in klousule 10.2.2.7.1, moet binne 10 (tien) werkdade vanaf die datum waarop die *stadsklerk* of sy gevolmagtigde ooreenkomstig klousule 10.2.2.4 of die *departementshoof* of sy gevolmagtigde ooreenkomstig klousule 10.2.2.2, na gelang van die geval, besluit het dat die beskuldiging 'n dissiplinêre ondersoek regverdig, deur die aanklaer aan die aangeklaagde *werknemer* bestel of laat bestel word.

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

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

10.2.2.3 Should the person bringing the accusation against an *employee* not be satisfied with the finding of the *head of department* or his authorised representative as set out in clause 10.2.2.2, such person may, within 5 (five) *working days* of the date on which he was informed of the decision of the *head of department* or his authorised representative, bring the accusation before the *town clerk* in writing.

10.2.2.4 Any accusation brought before the *town clerk* against an *employee* in terms of clause 10.2.2.3 shall be investigated by the *town clerk* or his authorised representative and the *town clerk* or his authorised representative shall within 5 (five) *working days* from the date on which the accusation was brought before the *town clerk*, decide whether the accusation warrants a disciplinary hearing and inform the *head of department* concerned and the person making the accusation accordingly in writing.

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

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

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

10.2.2.7.1 The *head of department* or his authorised representative, who may be an *employee* in his department or a person appointed by the *council* and ordered in writing to do so by the *head of department* (hereinafter referred to as "the prosecutor") may charge an *employee* in the department concerned with misconduct under his signature.

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

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

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

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

10.2.2.7.5.1 berispe; of

10.2.2.7.5.2 met 'n bedrag van hoogstens R50 (vyftig rand) beboet, welke boete verhaal kan word deur aftrekking van sodanige *werknemer* se *betaling* met wedersyde instemming, in die paalemente wat die *departementshoof* bepaal.

10.2.2.7.6 Indien die aangeklaagde *werknemer* deur die *departementshoof* of sy gevolmagtigde skuldig bevind word aan wangedrag en ooreenkomstig klousule 10.2.2.7.5 berispe of beboet word, moet sodanige *departementshoof* of sy gevolmagtigde—

10.2.2.7.6.1 binne 5 (vyf) *werkdade* vanaf die datum van sodanige skuldigbevinding die betrokke *werknemer* skriftelik dienoooreenkomstig in kennis stel;

10.2.2.7.6.2 so gou doenlik na die datum waarop die appèltydperk van die betrokke *werknemer*, soos in klousule 10.2.2.8 gemeld, verstryk het en die *werknemer* nie appèl aangeteken het nie, die *raad* dienoooreenkomstig in kennis stel en moet sodanige kennisgewing deur die *raad* op die persoonlike lêer van die betrokke *werknemer* geplaas word.

10.2.2.8 'n *Werknemer* teen wie daar ooreenkomstig klousule 10.2.2.7.5 opgetree is, kan binne 10 (tien) *werkdade* vanaf die datum van kennisgewing in klousule 10.2.2.7.6.1 bedoel, teen die bevinding of die tugmaatreëls of sowel die bevinding as die tugmaatreëls appèl aanteken deur aan die *stadsklerk* of sy gevolmagtigde skriftelike kennis te dien effekte te gee. 'n Afskrif van sodanige kennisgewing van appèl moet binne 5 (vyf) *werkdade* vanaf die datum van ontvangs daarvan deur die *stadsklerk* of sy gevolmagtigde aan die betrokke *departementshoof* of sy gevolmagtigde en die appèlkomitee in klousule 10.2.2.9.15 bedoel, gestuur word.

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

10.2.2.9.1 Die *departementshoof* of sy gevolmagtigde moet die beskuldiging van wangedrag binne 5 (vyf) *werkdade* vanaf die datum van sy besluit soos in klousule 10.2.2.6 beoog, of vanaf die datum van ontvangs van 'n kennisgewing of lasgewing van die *stadsklerk* of sy gevolmagtigde soos in klousule 10.2.2.4 of 10.2.2.6 beoog, skriftelik na 'n tugkomitee wat deur die *raad* aangestel is, verwys.

10.2.2.9.2 Enige skriftelike verwysing na 'n tugkomitee soos in klousule 10.2.2.9.1 beoog, geskied aan die voorsitter van die betrokke tugkomitee: Met dien verstande dat waar die voorsitter van die betrokke tugkomitee nie 'n *werknemer* van die *raad* is nie, die verwysing aan die *stadsklerk* of sy gevolmagtigde geskied.

10.2.2.9.3 Die voorsitter van 'n tugkomitee of die *stadsklerk* of sy gevolmagtigde, na gelang van die geval, moet die beskuldiging van wangedrag soos vervat in die skriftelike verwysing in klousule 10.2.2.9.2 bedoel, binne 5 (vyf) *werkdade* vanaf die datum van ontvangs na 'n persoon wat deur sodanige voorsitter of die *stadsklerk* of sy gevolmagtigde aangewys word (hierna "die aanklaer" genoem), verwys en hom gelas om die beskuldigde *werknemer* aan te kla.

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

10.2.2.7.5.1 reprimand the *employee*; or

10.2.2.7.5.2 fine the *employee* an amount not exceeding R50 (fifty rand), which fine may be recovered by deduction from such *employee's pay*, by mutual consent, in instalments determined by the *head of department*.

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

10.2.2.7.6.1 within 5 (five) *working days* from the date of such conviction advise the *employee* concerned accordingly in writing;

10.2.2.7.6.2 as soon as possible after the date of expiry of the relevant *employee's* period of appeal mentioned in clause 10.2.2.8 and if the *employee* has not lodged an appeal, notify the *council* accordingly, and such notice shall be placed by the *council* on the relevant *employee's* personal file.

10.2.2.8 An *employee* against whom action has been taken in terms of clause 10.2.2.7.5 may, within 10 (ten) *working days* of the date of notification mentioned in clause 10.2.2.7.6.1, appeal against the finding or the disciplinary measures or against both the finding and the disciplinary measures by notifying the *town clerk* or his authorised representative to that effect in writing. The *town clerk* or his authorised representative shall supply the relevant *head of department* and the appeal committee as mentioned in clause 10.2.2.9.15 with a copy of such notice of appeal within 5 (five) *working days* of the receipt thereof.

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

10.2.2.9.1 The *head of department* or his authorised representative shall, in writing, refer the accusation of misconduct to a disciplinary committee appointed by the *council* within 5 (five) *working days* of the date of his decision as contemplated in clause 10.2.2.6, or of the date of receipt of a notice or directive from the *town clerk* or his authorised representative as contemplated in clause 10.2.2.4 or clause 10.2.2.6.

10.2.2.9.2 Any written reference to a Disciplinary Committee as contemplated in clause 10.2.2.9.1 shall be addressed to the chairman of the relevant disciplinary committee: Provided that where the chairman of the relevant disciplinary committee is not an *employee* of the *council*, the reference shall be addressed to the *town clerk* or his authorised representative.

10.2.2.9.3 The chairman of a disciplinary committee or the *town clerk* or his authorised representative, as the case may be, shall refer the accusation of misconduct, as contained in the written reference mentioned in clause 10.2.2.9.2 within 5 (five) *working days* of the receipt thereof, to a person (hereinafter referred to as "the prosecutor") appointed by such chairman or *town clerk* or his authorised representative and shall instruct him to charge the accused *employee*.

10.2.2.9.4 Die aanklaer moet binne 10 (tien) *werkdade* vanaf die datum van die lasgewing in klousule 10.2.2.9.3 bedoel, 'n aanklag opstel wat 'n uiteensetting van die beweerde wangedrag bevat, en die aangeklaagde *werknemer* en sy *vakvereniging* of verteenwoordiger, na gelang van die geval, van 'n afskrif van sodanige aanklag tesame met 'n skriftelike kennisgewing van die datum, tyd en plek van die dissiplinêre verhoor, wat minstens 6 (ses) en hoogstens 21 (een-en-twintig) *werkdade* na die datum van sodanige kennisgewing moet wees, voorsien: Met dien verstande dat sodanige kennisgewingstydperk korter mag wees indien die betrokke *werknemer* daartoe instem.

10.2.2.9.5 By die dissiplinêre verhoor—

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

10.2.2.9.5.2 word getuie van die beweerde wangedrag aangebied en argumente ter stawing daarvan deur die aanklaer aangevoer en het hy die reg om die aangeklaagde *werknemer*, indien hy getuie is af, of enige persoon wat deur of namens die aangeklaagde *werknemer* as getuie opgeroep is, in kruisondervraging te neem en alle dokumente wat deur of namens die aangeklaagde *werknemer* as getuie is voorgelê is, deur te lees;

10.2.2.9.5.3 het die aangeklaagde *werknemer* die reg om teenwoordig te wees en om aangehoor te word, hetsy persoonlik en/of deur 'n beampte van sy *vakvereniging* of deur 'n verteenwoordiger van sy keuse, en het hy of sodanige *vakvereniging* of verteenwoordiger die reg om enige persoon wat as getuie ter stawing van die aanklag opgeroep is, in kruisondervraging te neem, alle dokumente wat as getuie is aangebied of voorgelê is, deur te lees, en persone as getuies op te roep en het die aangeklaagde *werknemer* die reg om self getuie af te lê;

10.2.2.9.5.4 het die munisipale werkgewers-organisasie, indien deur die *raad* daartoe versoek, die reg om teenwoordig te wees en so ook het die *vakvereniging* die reg om teenwoordig te wees indien daartoe versoek deur die plaaslike tak van die *vakvereniging* en/of die aangeklaagde *werknemer*;

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

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

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

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

10.2.2.9.4 The prosecutor shall within 10 (ten) *working days* of the date of the directive mentioned in clause 10.2.2.9.3 draw up a charge setting out the alleged misconduct and shall supply the *employee* charged and his *trade union* or representative, as the case may be, with a copy of such charge together with a written notice affirming the date, time and place of the disciplinary hearing, which shall take place a minimum of 6 (six) and a maximum of 21 (twenty-one) *working days* from the date of such notice: Provided that such period of notice may be shorter if the *employee* concerned agrees thereto.

10.2.2.9.5 At the disciplinary hearing—

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

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

10.2.2.9.5.3 the *employee* charged shall have the right to be present and to be heard, either in person and/or through an official of his *trade union* or a representative of his choice and he or such *trade union* or representative shall have the right to cross-examine any person called as a witness in support of the charge, to peruse all documents provided or submitted as evidence, to call persons as witnesses, and the accused *employee* shall have the right to give evidence himself;

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

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

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

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

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

10.2.2.9.8 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 oorkonde van sy verhoor en skuldigbevinding deur daardie hof, nadat die *werknemer* geïdentifiseer is as die persoon wat in die oorkonde genoem word, afdoende bewys dat hy aan sodanige wangedrag skuldig is, tensy die skuldigbevinding deur 'n hoër hof ter syde gestel is of 'n appél teen sodanige skuldigbevinding hangende is voor 'n hoër hof.

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

10.2.2.9.9.1 Die *werknemer* berispe;

10.2.2.9.9.2 die *werknemer* met 'n bedrag van hoogstens R200 (tweehonderd rand) beboet, welke boete verhaal kan word deur aftrekking van sy *betaling*, met wedersydse instemming, in die paalemente wat die komitee bepaal;

10.2.2.9.9.3 by die Raad aanbeveel dat—

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

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

10.2.2.9.9.3.3 die *werknemer* se salariskerverhoging vir 'n bepaalde tydperk, wat nie 12 (twaalf) maande oorskry nie, teruggehou word; of

10.2.2.9.9.3.4 die *werknemer* ontslaan word; of

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

10.2.2.9.10 Die aangeklaagde *werknemer* die betrokke departementshoof en die stadsklerk of sy gevolmagtigde moet binne 5 (vyf) werkdag vanaf die datum van die afhandeling van die verhoor deur die voorsitter van die tugkomitee skriftelik van die bevinding van die komitee in kennis gestel word.

10.2.2.9.11 Die departementshoof of sy gevolmagtigde moet so gou doenlik na die datum waarop die appéltydperk van die betrokke *werknemer* soos in klousule 10.2.2.9.14 gemeld, verstryk het en die *werknemer* nie appél aangeteken het nie, die raad dienoreenkomstig in kennis stel en sodanige kennisgewing moet deur die raad op die persoonlike lêer van die betrokke *werknemer* geplaas word.

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

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

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

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

10.2.2.9.9.1 Reprimand the *employee*;

10.2.2.9.9.2 impose a fine not exceeding R200 (two hundred rand) upon the *employee*, which fine may be recovered by deductions from his pay, by mutual consent, in instalments determined by the committee;

10.2.2.9.9.3 recommend to the council that—

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

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

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

10.2.2.9.9.3.4 the *employee* be dismissed; or

10.2.2.9.9.3.5 the *employee's* sentence be suspended, as contained in subclause 10.2.2.9.9.3.1 to 10.2.2.9.9.3.4, on conditions determined by the disciplinary committee, for a period not exceeding 24 (twenty-four) months.

10.2.2.9.10 The chairman of the disciplinary committee shall, within 5 (five) working days of the date on which the hearing is completed, inform the *employee* charged, the head of department concerned and the town clerk or his authorised representative of the committee's finding in writing.

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

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

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

10.2.2.9.14 'n *Werknemer* teen wie daar ooreenkomstig klousule 10.2.2.9.9 opgetree is, kan binne 10 (tien) *werkdade* vanaf die datum van die kennisgewing in klousule 10.2.2.9.10 bedoel, teen die bevinding of die tugmaatreëls of beide appèl aanteken deur aan die *stadsklerk* of sy gevolmagtigde skriftelike kennis te dien effekte te gee. 'n Afskrif van sodanige kennisgewing van appèl moet binne 5 (vyf) *werkdade* vanaf die datum van ontvangs daarvan deur die *stadsklerk* of sy gevolmagtigde aan die betrokke *departementshoof* en die appèlkomitee in klousule 10.2.2.9.15 bedoel, gestuur word.

10.2.2.9.15 Waar 'n *werknemer* ingevolge klousules 10.2.2.8 of 10.2.2.9.14 appèl aanteken, word die volgende prosedure gevolg:

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

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

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

10.2.2.9.15.4 Die bepalinge van klousules 10.2.2.9.5 to 10.2.2.9.13 is *mutatis mutandis* van toepassing op 'n appèlkomitee.

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

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

10.3 Skorsing:

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

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

10.2.2.9.14 An *employee* against whom action has been taken in terms of clause 10.2.2.9.9 may, within 10 (ten) *working days* of the date of the notice mentioned in clause 10.2.2.9.10, appeal against the finding or the disciplinary measures or both by notifying the *town clerk* or his authorised representative to that effect in writing. A copy of such notice of appeal shall be sent to the relevant *head of department* and the appeal committee, as contemplated in clause 10.2.2.9.15, by the *town clerk* or his authorised representative within 5 (five) *working days* of the date of receipt thereof.

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

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

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

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

10.2.2.9.15.4 The provisions of clauses 10.2.2.9.5 to 10.2.2.9.13 shall apply *mutatis mutandis* to an appeal committee.

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

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

10.3 Suspension:

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

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

10.3.3 Indien '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 indien hy dit nie gedurende daardie tydperk ontvang het nie, en behou hy die vergoeding wat hy ingevolge klousule 10.3.2 ontvang het.

10.3.4 As 'n *werknemer* wat ingevolge klousule 10.3.1 geskors is—

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

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

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

KLOUSULE 11: DIENSBEËINDIGING

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

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

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

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

11.1.4 Skuldigbevinding aan wangedrag ingevolge die bepalings van klousule 10 van hierdie ooreenkoms.

11.1.5 Verstryking van 'n *werknemer* se kontrak van indienshouding met die *raad*.

11.1.6 Instemming daartoe deur sowel die *werknemer* as die *raad*.

11.1.7 Soos in klousule 6.2.7.2.2 beoog.

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

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

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

11.3.1 in die geval van 'n *permanente werknemer* of 'n *kontrakwerknemer* wat lid van 'n munisipale pensioenfonds is, sodanige diensbeëindiging ooreenkomstig die bepalings van die regulasies van die pensioenfonds geskied: Met dien verstande voorts dat aan sodanige *werknemer* minstens 5 (vyf) *werkmaande* skriftelike kennisgewing van diensbeëindiging gegee word;

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

10.3.4 If an *employee* suspended in terms of clause 10.3.1—

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

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

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

CLAUSE 11: TERMINATION OF SERVICE

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

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

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

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

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

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

11.1.6 If both the *employee* and the *council* agree thereto.

11.1.7 As envisaged in clause 6.2.7.2.2.

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

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

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

11.3.1 in the case of a *permanent employee* or a *contract employee*, who is a member of a municipal pension fund, such termination of service shall take place in terms of the regulations of the pension fund, provided further, that such *employee* shall receive at least 3 (three) *working months'* written notice of termination of service;

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

11.4 'n *Werknemer* wat afwesig is sonder die *raad* se toestemming of 'n rede wat vir die *raad* aanvaarbaar is, vir 'n langer tydperk as 5 (vyf) agtereenvolgende *werkdade* en sonder dat die *raad* gedurende sodanige tydperk van die rede daarvoor in kennis gestel is, word, tensy die *raad* anders besluit, vanaf die datum van die eerste *werkdag* waarop hy aldus afwesig was, geag te gedros het.

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

11.5.1 1 (een) *werkdag* in die geval van 'n *werknemer* wat daaglikse betaal word;

11.5.2 1 (een) *werkweek* in die geval van 'n *werknemer* wat weeklikse betaal word;

11.5.3 2 (twee) *werkweke* in die geval van 'n *werknemer* wat tweeweklikse betaal word;

11.5.4 1 (een) *werkmaand* in die geval van 'n *werknemer* wat maandeliks betaal word.

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

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

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

KLOUSULE 12: UNIFORMS EN BESKERMENDE KLERE

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

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

12.1.1.1 bly die eiendom van die *raad*;

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

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

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

11.4 An *employee* who absents himself for a period exceeding 5 (five) consecutive *working days* without the *council's* permission or a reason acceptable to the *council* and without the *council* being informed during such period of the reason for such absence shall, unless the *council* determines otherwise, be deemed to have absconded on the first *working day* on which he was so absent.

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

11.5.1 1 (one) *working day* in the case of a daily-paid *employee*;

11.5.2 1 (one) *working week* in the case of a weekly-paid *employee*;

11.5.3 2 (two) *working weeks* in the case of a two-weekly-paid *employee*;

11.5.4 1 (one) *working month* in the case of a monthly-paid *employee*.

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

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

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

CLAUSE 12: UNIFORMS AND PROTECTIVE CLOTHING

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

12.1.1 Any item issued to an *employee* by the *council*—

12.1.1.1 shall remain the property of the *council*;

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

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

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

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

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

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

KLOUSULE 13: REIS- EN VERBLYFTOELAE

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

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

KLOUSULE 14: GRIEWEPROSEDURE

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

14.2 Die departementshoof of sy gevolmagtigde moet, binne die bevoegdhede deur die *raad* aan hom verleen, sodanige stappe doen as wat hy goed ag en binne 2 (twee) werkdade, of soos anders ooreengekom, vanaf die datum waarop die gries by hom ingedien is, die *werknemer* en die *raad* skriftelik daarvan in kennis stel.

14.3 Indien die *werknemer* nie met die beslissing van sy departementshoof of sy gevolmagtigde tevrede is nie, kan die *werknemer* die gries skriftelik by die stadsklerk of sy gevolmagtigde indien, wat, binne die bevoegdhede deur die *raad* aan hom verleen en nadat hy die *werknemer* en sy verteenwoordiger aangehoor het, die stappe moet doen wat hy goed ag en binne 2 (twee) werkdade, of soos anders ooreengekom, vanaf die datum waarop die gries by hom ingedien is, die *werknemer*, die betrokke departementshoof en die *raad* skriftelik daarvan in kennis moet stel.

14.4 Indien die *werknemer* nie met die beslissing van die stadsklerk of sy gevolmagtigde tevrede is nie, kan hy 'n skriftelike appèl deur welke bemiddeling van die stadsklerk tot die *raad* rig, in welke geval die stadsklerk die saak vir oorweging aan die *raad* moet voorlê, en binne 2 (twee) werkdade nadat die *raad* die *werknemer* en sy verteenwoordiger aangehoor het en die saak oorweeg het, moet die *raad* die *werknemer*, die stadsklerk of sy gevolmagtigde en die betrokke departementshoof skriftelik van die beslissing van die *raad* in kennis stel.

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

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

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

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

CLAUSE 13: TRAVELLING AND SUBSISTENCE ALLOWANCE

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

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

CLAUSE 14: GRIEVANCE PROCEDURE

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

14.2 The *head of department* or his authorised agent shall take such steps as he may deem fit within the powers vested in him by the *council* and shall inform the *employee* and the *council* thereof in writing within 2 (two) *working days*, or as otherwise agreed, from the date on which such grievance was submitted to him.

14.3 Should the *employee* not be satisfied with the decision of his *head of department* or his authorised agent, the *employee* may submit his grievance in writing to the *town clerk* or his authorised agent, who shall take the steps he may deem fit within the powers vested in him by the *council* after hearing the *employee* and his representative and shall inform the *employee*, the *head of department* concerned and the *council* thereof in writing within 2 (two) *working days*, or as otherwise agreed, from the date on which such grievance was submitted to him.

14.4 Should the *employee* not be satisfied with the decision of the *town clerk* or his authorised agent, he may appeal in writing to the *council* through the *town clerk*, in which case the *town clerk* shall submit the matter to the *council* for consideration and the *council* shall, within 2 (two) *working days* of hearing the *employee* and his representative and considering the matter, inform the *employee*, the *town clerk* or his authorised agent and the *head of department* concerned of the *council's* decision in writing.

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

15.1.1 Wanneer die *raad* van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die *raad* 'n *werknemer* aansê om hom tydelik vir 'n tydperk van hoogstens 3 (drie) maande vir diens aan te meld tydens sodanige ander *werkure* as sy normale *werkure* as wat die *raad* nodig ag: Met dien verstande dat 'n *werknemer* nie geag word die bepalings van hierdie klousule te oortree het nie indien die *raad* daarvan oortuig is dat sodanige *werknemer* om grondige redes nie vir sodanige diens aangemeld het of kan aanmeld nie.

15.1.2 Wanneer die *raad* van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die *raad* 'n *werknemer* aansê om tydelik vir 'n tydperk van hoogstens 3 (drie) maande ander pligte te verrig as dié wat normaalweg aan hom toegewys is: Met dien verstande dat sodanige ander pligte by sy rang en pos pas.

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

15.2 Werk buite die raad se diens teen betaling verrig:

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

15.3 Werkverrigting en gedrag:

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

15.3.2 'n *Werknemer* moet hom te alle tye hoflik gedra.

15.4 Verstrekking van inligting:

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

15.5 Gebruik van werknemers of eiendom van die Raad:

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

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

15.6 Oorlegpleging tussen die raad en 'n vakvereniging:

15.6.1 Die *raad* moet met 'n *vakvereniging* wat in die *Nywerheidsraad* verteenwoordig is en met die *werkgewers-organisasie* oorleg pleeg ten opsigte van alle beginselsake en sake van algemene belang wat 'n lid of lede van sodanige *vakvereniging* kan raak, voordat 'n finale besluit daaroor geneem word, en indien daar nie eenstemmigheid bereik word nie, moet die aangeleentheid vir oorweging na die *Nywerheidsraad* verwys word.

15.7 Besikbaarstelling deur die raad van 'n eksemplaar van hierdie ooreenkoms aan werknemers:

15.7.1 Werknemers moet by aanstelling voorsien word van 'n eksemplaar van hierdie ooreenkoms.

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

15.1.1 If the *council* is of the opinion that extraordinary or urgent circumstances necessitate it, the *council* may instruct an *employee* to report for duty temporarily for a period not exceeding 3 (three) months during such *working hours* other than his normal *working hours* as the *council* may deem necessary: Provided that an *employee* shall not be deemed to have contravened the provisions of this clause if the *council* is satisfied that such *employee* has for valid reasons not reported for such duty or is unable to report therefor.

15.1.2 If the *council* is of the opinion that extraordinary or urgent circumstances necessitate it, the *council* may instruct an *employee* to perform other duties than those normally assigned to him temporarily for a period not exceeding 3 (three) months: Provided that such duties are in keeping with his rank and post.

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

15.2 Paid work performed outside the council's service:

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

15.3 Performance and conduct:

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

15.3.2 An *employee* shall at all times behave courteously.

15.4 Furnishing of information:

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

15.5 Use of council's employees or property:

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

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

15.6 Consultation between the council and a trade union:

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

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

15.7.1 Employees must on appointment be furnished with a copy of the agreement.

15.7.1.1 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 *departementshoof* nodig ag, en die werknemer moet ontvangs daarvan erken.

15.8 Beskerming van werknemers:

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

15.9 Vrystellings:

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

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

15.9.3 'n Vrystellingsertifikaat deur die Sekretaris van die *Nywerheidsraad* onderteken, moet uitgereik word aan elke *plaaslike owerheid* aan wie 'n vrystelling verleen word.

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

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

15.10 Administrasie van ooreenkoms:

15.10.1 Die *Nywerheidsraad* is vir die administrasie van hierdie ooreenkoms verantwoordelik.

KLOUSULE 16: VERLOFVOORWAARDES

16.1 Die verlovvoorwaardes soos van toepassing op die datum van aanvaarding van die Diensvoorwaardes deur die *Nywerheidsraad* bly van krag.

O. V. BORCHARDT,

Voorsitter.

D. A. REYNEKE,

Ondervoorsitter.

A. J. VAN SCHALKWYK,

Sekretaris.

J. FOUCHÉE,

Afdelingssekretaris.

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

15.8 Protection of employee:

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

15.9 Exemptions:

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

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

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

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

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

15.10 Administration of agreement:

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

CLAUSE 16: LEAVE CONDITIONS

16.1 The leave conditions as applicable on the date of acceptance of the Conditions of Service by the *Industrial Council*, shall remain in force.

O. V. BORCHARDT,

Chairman.

D. A. REYNEKE,

Vice-Chairman.

A. J. VAN SCHALKWYK,

Secretary.

J. FOUCHÉE,

Divisional Secretary.

Help om ons land, Suid-Afrika,
skoon te hou!



Please keep our country, South
Africa, clean!

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

water is for everybody

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei
ons nie slegs uitgawes nie maar wen ook ten opsigte van
ons kosbare water- en elektrisiteitsvoorraad



Save a drop — and save a million

Water conservation is very important to the community
and industry to ensure their survival. So save water!

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*



IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



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