



Government Gazette

Buitengewone Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 881)

Price 10c Prys
Overseas 15c Oorsee
POST FREE—POSVRY

(REGULASIEKOERANT No. 881)

VOL. 26.]

CAPE TOWN, 15TH DECEMBER, 1967.

KAAPSTAD, 15 DESEMBER 1967.

[No. 1921]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R.2023.] [15th December, 1967.

INDUSTRIAL CONCILIATION ACT, 1956

MUNICIPAL UNDERTAKING, ROODEPOORT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) as applied by section 48 (9) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Municipal Undertaking, Roodepoort, shall be binding as from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employer and the trade union which entered into the Agreement and upon the employees who are members of the said union; and
- (b) in terms of section 48 (1) (b) as applied by section 48 (9) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 39, shall be binding as from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking in the Municipal Area of Roodepoort.

M. VILJOEN,
Minister of Labour.

SCHEDULE

CONCILIATION BOARD AGREEMENT

in terms of the Industrial Conciliation Act, 1956, as amended, made and entered into by and between

THE TOWN COUNCIL OF ROODEPOORT

(hereinafter referred to as the "Council"), of the one part; and

THE SOUTH AFRICAN ASSOCIATION OF MUNICIPAL EMPLOYEES (NON-POLITICAL)

(hereinafter referred to as the "Association" or the "S.A.A.M.E."), of the other part, being the parties to the Conciliation Board appointed by the Minister of Labour on 17th January, 1966.

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R.2023.] [15 Desember 1967.

WET OP NYWERHEIDSVERSOENING, 1956

MUNISIPALE ONDERNEMING, ROODEPOORT

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) soos toegepas by artikel 48 (9) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Munisipale Onderneming, Roodepoort, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werk-gewer en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is; en
- (b) kragtens artikel 48 (1) (b) soos toegepas by artikel 48 (9) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 39, vanaf die tweede Maandag na die datum van publikasie van hierdie kennis-gewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Onder-neming in die Munisipale gebied van Roodepoort.

M. VILJOEN,
Minister van Arbeid.

BYLAE

VERSOENINGSRAADOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen

DIE STADSRAAD VAN ROODEPOORT

(hieronder „die Raad” genoem) aan die een kant; en

THE SOUTH AFRICAN ASSOCIATION OF MUNICIPAL EMPLOYEES (NON-POLITICAL)

(hieronder „die Vereniging of S.A.V.M.W.” genoem) aan die ander kant, wat die partye is by die Versoeningsraad wat op 17 Januarie 1966 deur die Minister van Arbeid ingestel is.

CONDITIONS OF SERVICE

1. SCOPE AND APPLICATION OF AGREEMENT

- (a) The terms of this Agreement shall be observed in the Municipal Area of Roodepoort by the Council and by those employees of the Council who are members of the Association.
- (b) Notwithstanding the provisions of subclause (a) the provisions of this Agreement shall be applicable to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, or with any contract made in accordance therewith or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement comes into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for a period of two years from that date or for such period as may be specified by him.

CHAPTER I

3. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

- (a) Words importing the masculine gender, shall also include females;
- (b) "Management Committee" shall mean a Management Committee referred to in subsection (1) of section fifty-one of the Local Government Ordinance (Administration and Elections) (No. 40 of 1960);
- (c) "Head of a Department" shall mean the Director of Non-White Affairs, the Clerk of the Council, the Town Medical Officer of Health, the Town Electrical Engineer, the Town Engineer, the Town Treasurer and such other employees as the Council may by resolution appoint as such and charge with the proper and efficient administration and management of any department;
- (d) "Committee" shall mean the Management Committee or any committee appointed in terms of section fifty-nine or section sixty of the Local Government Ordinance (Administration and Elections) (No. 40 of 1960);
- (e) "Ordinary Hours" shall mean hours during which employees are required to be on duty in terms of clause 15 of this Agreement;
- (f) "Continuous Service" shall mean the period from the date of appointment to the date on which service is finally terminated, and includes any periods during which employees are absent on duly approved leave and any period of suspension from service followed by reinstatement for the performance of the same or other duties;
- (g) "Overtime" shall mean any time worked in excess of the number of working hours prescribed in subclause (a) of clause 15;
- (h) "Public Holiday" shall mean:
- (i) in the case of permanent employees and temporary employees engaged in clerical work, subject to any amendments of Act No. 5 of 1952, New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day, Boxing Day and any other holidays which may be proclaimed by law from time to time.
 - (ii) In the case of any other temporary employees, the following days only:
New Year's Day;
Good Friday;
Day of the Covenant;
Christmas Day;
Ascension Day;
Republic Day 1966, and every fifth year thereafter.
- (i) "Ordinance" shall mean the Local Government Ordinance (Transvaal), No. 17 of 1939;
- (j) "Permanent Employee" shall mean an employee appointed to perform duties arising from the ordinary continuous activities of the Council and serving in an approved post on the permanent establishment of the Council;
- (k) "Council" shall mean the local authority known as the Town Council of Roodepoort;
- (l) "Salary" shall mean the remuneration agreed upon and paid to an employee for services rendered, whether at a monthly, weekly, daily or hourly rate, but shall not include any allowances;
- (m) "Town Clerk" shall mean the person appointed as such in terms of section sixty-two of the Local Government Ordinance (Administration and Elections) (No. 40 of 1960), or the employee appointed to act on his behalf in terms of section 63 (2) of the said Ordinance;

DIENSVOORWAARDES

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

- (a) Die bepalinge van hierdie ooreenkoms moet in die munisipale gebied van Roodepoort nagekom word deur die Raad en deur dié werknemers van die Raad wat lede van die Vereniging is.
- (b) Ondanks die bepalinge van subklousule (a), is die bepalinge van hierdie ooreenkoms op vakleerlinge van toepassing vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan is of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

Hierdie ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoenig, 1956, soos gewysig, mag vasstel en bly van krag vir 'n tydperk van twee jaar vanaf daardie datum of vir die tydperk wat hy mag bepaal.

HOOFSTUK I

3. WOORDOMSKRYWING

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

- (a) Woorde wat die manlike geslag aandui, ook die vroulike geslag;
- (b) „Bestuurskomitee”: 'n Bestuurskomitee in subartikel (1) van artikel een-en-veertig van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings) (nr. 40 van 1960) genoem;
- (c) „Hoof van 'n Departement”: Die Direkteur van Nie-Blankesake, Klerk van die Raad, Stadsgeneesheer, Stads-elektrotegniese Ingenieur, Stadsingenieur, Stadstoesourier en sodanige ander werknemer wat by besluit van die Raad as sodanig aangewys is en belas word met die behoorlike en doeltreffende administrasie en bestuur van enige departement;
- (d) „Komitee”: Die Bestuurskomitee of enige komitee wat ingevolge artikel nege-en-veertig of artikel sestig van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings) (nr. 40 van 1960) aangestel is;
- (e) „Normale Ure”: Ure waartydens werknemers aan diens moet wees ingevolge klousule 15 van hierdie ooreenkoms;
- (f) „Ononderbroke Diens”: Die tydperk met ingang van die datum van aanstelling tot die datum van die finale beëindiging van diens en omvat enige tydperke waarin die werknemers afwesig is met behoorlik goedgekeurde verlof en enige tydperk van skorsing uit diens gevolg deur herstel tot die vervulling van dieselfde of ander pligte;
- (g) „Oortyd”: Enige tyd langer gewerk as die werkure voorgeskryf in subklousule (a) van klousule 15;
- (h) „Openbare Vakansiedag”:
- (i) in die geval van permanente werknemers en tydelike werknemers wat in kantoorbetrekkings in diens is, behoudens alle wysigings van Wet nr. 5 van 1952, Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paas-Maandag, Hemelvaartdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag, Tweede-Kersdag en alle ander wat van tyd tot tyd wetlik ingestel word;
 - (ii) in die geval van alle ander tydelike werknemers, slegs die volgende dae:
Nuwejaarsdag;
Goeie Vrydag;
Gelofte-dag;
Kersdag;
Hemelvaartdag;
Republiekdag 1966 en elke vyfde jaar daarna.
- (i) „Ordonnansie”: Die Ordonnansie op Plaaslike Bestuur (Transvaal), nr. 17 van 1939;
- (j) „Permanente Werknemer”: 'n Werknemer aangestel vir die vervulling van pligte wat ontstaan uit die normale voortdurende werksaamhede van die Raad en as bekleër van 'n goedgekeurde betrekking op die vaste diensstaat van die Raad;
- (k) „Raad”: Die plaaslike bestuur bekend as die Stadsraad van Roodepoort;
- (l) „Salaris”: Die vergoeding waarop ooreengekom is en wat aan 'n werknemer betaal word vir dienste gelewer hetsy teen 'n maandelikse, weeklikse, daaglikse tarief of tarief per uur, maar sluit nie enige toelaes in nie;
- (m) „Stadsklerk”: Die persoon wat ingevolge artikel twee-en-sestig van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings) (nr. 40 van 1960) as sodanig aangestel is of die werknemer wat kragtens artikel 63 (2) van die vermeldde Ordonnansie aangestel is om in sy plek waar te neem;

- (n) "Temporary Employee" shall mean an employee appointed for a specific period to perform the duties which shall be terminated at the end of such specific period or when the work from which these duties arise, are completed;
- (o) "Association" or "S.A.A.M.E." shall mean the South African Association of Municipal Employees (Non-Political) and/or its Roodepoort branch;
- (p) "Working Day" shall mean any day of the week, excluding an employee's weekly days of rest and any public holiday to which an employee may be entitled;
- (q) "Employee" shall mean any person serving with or employed by the Council and receiving remuneration or being entitled to receive remuneration and being a member of the S.A.A.M.E.

CHAPTER II

APPOINTMENT AND PROMOTION

4. APPOINTMENTS IN THE SERVICE OF THE COUNCIL

- (a) The appointment, promotion or transfer of any employees in the service of the Council, whether temporary, permanent or in an acting capacity, are made by the Council, subject to the provisions of section *sixty-two* of the Ordinance or any statutory requirements. Subject to the provisions of sections *fifty-seven* and *fifty-eight* of the Local Government Ordinance (Administration and Elections) (No. 40 of 1960), the Council may by resolution delegate this authority to the Management Committee or any other committee or it may authorize the Town Clerk to act in collaboration with the head of the department in which the appointment, promotion or transfer is to take place. Appointments, promotions, or transfers not carried out by the Council, shall be submitted to the Council for information.
- (b) Temporary employees shall be appointed for a period to be determined beforehand in each case. The period fixed shall not exceed 156 working days.
- (c) If the period determined in terms of subclause (b), subsequently turns out to be insufficient for the completion of the particular work, the employee may be reappointed for a further fixed period which shall not be longer than the period immediately preceding it, and such a reappointment shall take place before the period immediately preceding has expired. When considering such a case, the appointing authority shall, at the same time give consideration to the question whether the circumstances justify the appointment of such employee in a permanent capacity.
- (d) No person shall be employed in a permanent capacity unless he is 17 years of age or older, but not older than 65 years in the case of men and 60 years in the case of women.

5. MEDICAL CERTIFICATE

- (a) Before accepting employment, successful candidates shall submit in the form prescribed by the Council, a satisfactory medical certificate of sound health.
- (b) The Town Medical Officer of Health of the Council or any other registered medical practitioner approved by the Council, shall conduct the medical examination.
- (c) Before submitting to the medical examination, candidates shall make a statement on a form supplied for this purpose.

6. SPECIAL CONTRACTS OF SERVICE

Notwithstanding the provisions of this Agreement and subject to any legal requirements the Council shall have the authority also to employ any person who is not a member of or shall not be required to become a member of the S.A.A.M.E. for any specified period or for any specified work in accordance with any provisions and conditions which it may provide at its discretion.

7. APPOINTMENT ON PROBATION

- (a) All appointments in the service of the Council, with the exception of temporary appointments, shall be probationary and the period of such probation shall be six months, which period may be extended by the appointing authority at its discretion.
- (b) A probationary appointment shall not be confirmed unless:
 - (i) the head of the department concerned certifies that during the probationary period the holder of such appointment has been diligent and his conduct satisfactory throughout, and that he is suitable in all respects for his appointment to be confirmed; and
 - (ii) the appointing authority approves the confirmation of the appointment.

- (n) „Tydelike Werknemer”: 'n Werknemer aangestel vir 'n bepaalde tydperk vir die vervulling van pligte wat sal eindig by verstryking van die bepaalde tyd of by voltooiing van die werk(e) waaruit hulle voortspruit;
- (o) „Vereniging” of „S.A.V.M.W.”: Die Suid-Afrikaanse Vereniging van Munisipale Werknemers (Nie-Politiek) en/of die tak Roodepoort daarvan;
- (p) „Werkdag”: Enige dag van die week met uitsondering van 'n werknemer se weeklikse rusdae en enige openbare vakansiedag waarop 'n werknemer geregtig is;
- (q) „Werknemer”: 'n Persoon in diens by of wat werk vir die Raad en wat besoldiging ontvang of geregtig is op besoldiging en wat lid van die S.A.V.M.W. is.

HOOFSTUK II

AANSTELLING EN BEVORDERING

4. AANSTELLING IN DIENS VAN DIE RAAD

- (a) Die aanstelling, bevordering of oorpasing van alle werknemers in diens van die Raad, hetsy tydelik, permanent of in 'n waarnemende hoedanigheid, word, onderworpe aan die bepalinge van artikel *twee-en-sestig* van die Ordonnansie of enige statutêre vereistes, deur die Raad gedoen. Die Raad kan, onderworpe aan die bepalinge van artikels *sewe-en-veertig* en *agt-en-veertig* van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkiezings) (nr. 40 van 1960), by besluit hierdie bevoegdheid oordra aan die Bestuurskomitee of enige ander komitee of die Stadsclerk magtiging verleen om op te tree in samewerking met die hoof van die departement waarin die aanstelling, bevordering of oorpasing moet plaasvind. Aanstellings, bevorderings of oorplasings wat nie deur die Raad gedoen word nie, moet aan die Raad voorgelê word vir inligting.
- (b) Tydelike werknemers word aangestel vir 'n tydperk wat in elke geval vooraf bepaal is. Die vasgestelde tydperk moet nie 156 werkdade oorskry nie.
- (c) Indien die tydperk ingevolge subklousule (b) bepaal, daarna onvoldoende blyk te wees vir voltooiing van die betrokke taak, kan die werknemer heraan gestel word vir 'n verdere vasgestelde tydperk wat nie langer as die onmiddellik voorafgaande tydperk is nie en sodanige heraanstelling moet gedoen word voordat die onmiddellike voorafgaande tydperk verstryk. By die oorweging van sodanige geval moet die aanstellende gesag terselfdertyd oorweging skenk aan die vraag of die omstandighede die aanstelling van sodanige werknemer in 'n permanente hoedanigheid regverdig.
- (d) Geen persoon word in 'n permanente hoedanigheid in diens geneem tensy sodanige persoon 17 jaar en ouer is maar nie ouer is as 65 jaar in die geval van mans en 60 jaar in die geval van dames nie.

5. MEDIESE SERTIFIKAAT

- (a) Suksesvolle kandidate moet, voordat hulle diens aanvaar, 'n bevredigende mediese sertifikaat van goeie gesondheid in die vorm wat deur die Raad voorgeskryf word, voorlê.
- (b) Die Stadsgeneesheer van die Raad of enige ander geregistreerde mediese praktisyn wat die Raad mag goedkeur, moet die mediese ondersoek doen.
- (c) Voordat kandidate hulle aan die mediese ondersoek onderwerp moet hulle 'n verklaring in 'n vorm wat vir die doel voorsien word, aflê.

6. SPESIALE DIENSKONTRAKTE

Ondanks die bepalinge van hierdie ooreenkoms en behoudens enige wetlike vereistes, het die Raad die bevoegdheid om ook persone wat nie lede van die S.A.V.M.W. is nie, of hoef te word nie, vir 'n spesifieke tydperk en/of vir 'n spesifieke taak in diens te neem ooreenkomstig bepalinge en voorwaardes wat hy na goeëdunke mag vasstel.

7. AANSTELLING OP PROEF

- (a) Alle aanstellings, behalwe tydelike aanstellings, in diens van die Raad sal op proef wees en die tydperk van sodanige proef word op ses maande gestel welke tydperk die aanstellende gesag volgens sy goeëdunke kan verleng.
- (b) 'n Proefaanstelling word nie bekragtig nie tensy:
 - (i) die hoof van die betrokke departement sertifiseer dat gedurende die proeftydperk die houder van so 'n aanstelling ywerig en sy gedrag deurgaans bevredigend was en hy in alle opsigte geskik is vir die bekragtiging van sy aanstelling; en
 - (ii) die aanstellende gesag die bekragtiging van die aanstelling goedkeur.

- (c) Any such appointment shall have retrospective effect from the first day of such probationary period.
- (d) Notwithstanding anything to the contrary in subclause (b) an appointment on probation may, by resolution of the appointing authority, be terminated before the probationary period has expired by giving the holder of the post one calendar month's notice; provided that a probationary appointment may be terminated summarily if the conduct of the holder, or the service rendered by him, is unsatisfactory in the opinion of the appointing authority and if his further employment would prejudice the interests of the Council.

8. PROMOTION

- (a) An employee may be promoted only if a vacancy exists in a higher post or if a new post is created, and if the work of the department concerned requires that such vacancy be filled.
- (b) Whenever a post becomes vacant, the appointment of the probable successor for the post shall be considered.
- (c) Where a probable successor for promotion has been superseded, nothing shall prevent him from applying for the post when it is advertised, and his application shall be duly considered together with those of other applicants.

CHAPTER III

SALARIES, INCREMENTS AND ALLOWANCES

9. ADJUSTMENT OF SALARY ON PROMOTION

When an employee is promoted to a post to which is attached a higher salary scale, his remuneration shall be adjusted to such higher notch of the appropriate higher salary scale from the date on which the promotion takes effect in order to ensure that he does not at any time suffer any disadvantage by such adjustment.

10. ANNUAL SALARY INCREMENTS

- (a) Subject to the provisions of paragraph (b) of this clause, the salary of each employee shall be increased in every successive year by the annual salary increment or notch of the salary scale applicable to the post occupied by him, until the maximum of the scale of remuneration prescribed for his post, has been reached, and such increments shall accrue automatically. The foregoing shall not prohibit the appointing authority from granting an additional increment.
- (b) Should the head of a department or, if the head is concerned, the Management Committee be of the opinion that the usual salary increment of an employee should be withheld because of unsatisfactory service, he, or the Management Committee, as the case may be, shall notify the employee concerned of the reasons why he or the Management Committee regards his work as unsatisfactory and why it is considered necessary to withhold the salary increment, and the head of the department shall report on it to the Management Committee or, if the employee is the head of a department, the Management Committee shall report on it to the Council. On the recommendation of the Management Committee, the Council may withhold such salary increment.
- (c) The annual salary increment of any probationary employee shall be withheld if his probationary period is extended so that his appointment is not confirmed by the appointing authority after 12 months' service and the appointing authority shall, when such appointment is confirmed, determine the future incremental date of such employee.

11. INCREMENTAL DATE

Subject to the provisions of clauses 20, 21 and 33, the annual incremental date, referred to herein as the "incremental date", shall be the anniversary of his appointment or promotion.

12. ADDITIONAL REMUNERATION: APPOINTMENT IN ACTING CAPACITY

An employee who, for a period of 10 working days or longer, is required to do duty in an acting capacity in a post to which a higher salary scale than his own is attached, shall be entitled to additional remuneration calculated proportionally for the acting period on the basis of half the difference between the highest notches of the salary scales attached to the posts concerned.

13. EMPLOYEES NOT TO CEDE SALARY

Unless the Council agrees, an employee may not cede or assign his right or claim to any salary or allowance which the Council owes or will owe him.

- (c) Enige sodanige aanstelling sal na bekragtiging terugwerkend van aard en wel vanaf die eerste dag van sodanige proeftydperk van krag wees.
- (d) Ondanks die andersluidende bepalings van subklousule (b) mag 'n aanstelling op proef deur besluit van die aanstellende gesag beëindig word voor die verstryking van die proeftydperk deur een kalendermaand kennisgewing aan die bekleër van die pos; met dien verstande dat 'n proefaanstelling summier beëindig kan word as die houer se gedrag of diens deur hom gelever na die mening van die aanstellende gesag onbevredigend is en sy verdere indienshouding die belange van die Raad sou benadeel.

8. BEVORDERING

- (a) 'n Werknemer mag slegs bevorder word as 'n vakature in 'n hoër pos bestaan of 'n nuwe pos geskep word en die werk van die betrokke departement vereis dat sodanige vakature aangevul moet word.
- (b) Wanneer ookal 'n pos vakant word, moet die waarskynlike opvolger vir die pos se aanstelling daarin oorweging geniet.
- (c) Waar 'n blykbare opvolger vir bevordering oor die hoof gesien is, word hy nie verhoed om aansoek om die betrekking te doen wanneer dit geadverteer word nie, en sy aansoek moet behoorlik tesame met dié van ander applikante oorweeg word.

HOOFSTUK III

SALARISSE, VERHOEGINGS EN TOELAE

9. AANPASSING VAN SALARIS BY BEVORDERING

Wanneer 'n werknemer na 'n betrekking met 'n hoër salarisskaal bevorder word, word sy besoldiging met ingang van die datum waarop die bevordering in werking tree, aangepas na sodanige hoër kerf van die toepaslike hoër salarisskaal om te verseker dat hy nie te eniger tyd nadelig deur sodanige aanpassings geraak sal word nie.

10. JAARLIKSE SALARISVERHOEGINGS

- (a) Onderhewig aan die bepalings van paragraaf (b) van hierdie klousule, sal die salaris van elke werknemer deur die jaarlikse salarisverhoging of „kerf” van die salarisskaal wat op die pos wat deur hom bekleed word van toepassing is, in elke agtereenvolgende jaar verhoog word totdat die maksimum van die skaal van besoldiging, voorgeskryf vir sy pos, bereik is, en sodanige verhogings vind outomaties plaas. Die voorafgaande belet nie die aanstellende gesag om 'n addisionele verhoging toe te staan nie.
- (b) Indien die hoof van 'n departement of, as die hoof betrokke is, die Bestuurskomitee van mening is dat die normale salarisverhoging van 'n werknemer teruggehou behoort te word weens onbevredigende diens, moet hy of die Bestuurskomitee, na gelang van die geval, die betrokke werknemer skriftelik in kennis stel om welke redes hy of die Bestuurskomitee sy werk as onbevredigend beskou en van mening is dat die salarisverhoging teruggehou behoort te word, en die hoof van die departement moet daaroor verslag doen aan die Bestuurskomitee, of indien die werknemer 'n departementshoof is, moet die Bestuurskomitee verslag daaromtrent aan die Raad doen. Die Raad kan op aanbeveling van die Bestuurskomitee sodanige salarisverhoging terughou.
- (c) Die jaarlikse salarisverhoging van enige werknemer wat op proef is, word teruggehou indien sy proeftydperk sodanig verleng word dat sy aanstelling nie na twaalf maande diens deur die aanstellende gesag bekragtig is nie en die aanstellende gesag moet, wanneer sodanige aanstelling bekragtig word, die toekomstige salarisverhogingsdatum van sodanige werknemer bepaal.

11. SALARISVERHOEGINGSDATUM

Onderhewig aan die bepalings van klousules 20, 21 en 33, sal die datum van 'n jaarlikse salarisverhoging waarna hierin verwys word as die „salarisverhogingsdatum”, die verjaarsdag van sy aanstelling of bevordering wees.

12. BYKOMSTIGE VERGOEDING: AANSTELLING IN WAARNEMENDE HOEDANIGHEID

'n Werknemer van wie vereis word om vir 'n tydperk van 10 werkdag of langer waar te neem in 'n betrekking waaraan 'n hoër salarisskaal as sy eie verbonde is, sal geregtig wees op bykomstige vergoeding *pro rata* bereken vir die tydperk van waarneming op die grondslag van die helfte van die verskil tussen die hoogste kerf van die salarisskaal verbonde aan die betrokke poste.

13. WERKNEMER MAG NIE SALARIS OORMAAK NIE

'n Werknemer mag nie, uitgesonderd met die toestemming van die Raad sy reg of eis ten opsigte van enige salaris of toelae wat aan hom deur die Raad verskuldig is of sal word, oormak of toewys nie.

14. DEDUCTIONS FROM SALARY

In addition to the contributions to the Joint Municipal Pension Fund (Transvaal), S.A.A.M.E., Group Insurance Scheme and the Medical Benefit Scheme in terms of the provisions of the conditions of service, the Council may authorize any other deductions from the salary and allowances payable to employees, which the Council and the S.A.A.M.E. may agree to from time to time.

CHAPTER IV

WORKING HOURS AND OVERTIME

15. WORKING HOURS

- (a) The Council may from time to time, after having reached an agreement with the association, determine the hours of attendance at work in respect of all employees who are in its employ and to whom these conditions of service are applicable:

Provided that the maximum number of working hours shall not exceed 38 hours in any week in respect of clerical employees, and 46 hours in the case of other employees.

- (b) Subject to any statutory legislation, no employee shall be required to work in or shall be limited to one place for longer than five consecutive hours without a rest interval of one hour, and such period of rest shall not form part of the ordinary working hours nor shall it be included in any calculation for overtime payment: Provided that the Council may come to an agreement with an employee to reduce such rest interval to not less than 30 minutes.
- (c) An employee shall not be absent from duty, change his fixed working hours or exchange his duties with any other employee, without prior permission of the head of the department in which he is working. In the case of illness he shall immediately, or in any case before 10 o'clock a.m. on the first day on which he is absent from duty, or as soon as practicable thereafter, report the circumstances to the head of the department, section or office, and he shall submit the required medical certificate, if necessary, covering his absence from duty, as soon as possible.
- (d) It shall be the responsibility of the head of a department to ensure that the staff under his control adheres to the working hours prescribed in terms of this section, and for this purpose he shall keep attendance registers in respect of such employees or groups of employees as may be determined by the Town Clerk.

16. OVERTIME

- (a) No overtime shall, if practicable, be worked, but the head of a department may direct an employee to report for duty for such periods outside his ordinary working hours as may be required by the exigencies of the service, and to assist temporarily in any place and in any capacity in accordance with his ordinary status and occupation.
- (b) An employee who as the result of subclause (a) being applied works overtime, shall be paid in respect of all time so worked not less than one and one-third times his ordinary remuneration.

CHAPTER V

DISCIPLINARY MEASURES

17. MISCONDUCT

An employee who—

- (a) wilfully contravenes any provision(s) of these conditions of service;
- (b) does not obey a lawful order issued by any person authorized to do so, or who disregards an order or wilfully neglects to execute such order, or who by word or deed is guilty of resistance; or
- (c) is negligent or slow in the performance of his duties; or
- (d) conducts himself disgracefully, improperly or with impropriety; or
- (e) otherwise than in the performance of his duty, makes known information obtained in the course of his duties, or uses it for any other purpose than the performance of his official duties, or who makes use of information obtained by him or supplied by him in connection with his position in the employ of the Council, notwithstanding the fact that he has not made such information public; or
- (f) commits corruption or accepts a bribe; or
- (g) wilfully and deliberately makes an inaccurate or false statement for the purpose of obtaining a privilege or advantage in respect of his official position or his duties or of injuring or prejudicing the Council's service;

14. AFTREKKINGS VAN SALARIS

Bo en behalwe die bydraes tot die Gesamentlike Munisipale Pensioenfonds (Transvaal), S.A.V.M.W., Groepsassuransieskema en die Mediese Hulpkema ingevolge die bepalings van die diensvoorwaardes, kan die Raad enige ander aftrekkings van die salaris en toelaes wat aan werknemers betaalbaar is, magtig, waarop daar van tyd tot tyd tussen die Raad en S.A.V.M.W. ooreengekom word.

HOOFSTUK IV

WERKSURE EN OORTYD

15. WERKSURE

- (a) Die Raad kan van tyd tot tyd nadat ooreenstemming met die vereniging bereik is, die ure van bywoning vir diens ten opsigte van alle werknemers in sy diens op wie hierdie diensvoorwaardes van toepassing is, bepaal:
Met dien verstande dat die maksimum aantal werksure gedurende enige week nie 38 uur ten opsigte van klerklike werknemers en 46 uur in geval van ander amptenare mag oorskry nie.
- (b) Onderworpe aan statutêre wetgewing mag van geen werknemer vereis word om langer as vyf agtereenvolgende ure te werk of beperk te wees tot een plek sonder 'n rustyd van een uur nie, en sodanige rustyd moet nie deel van gewone werksure uitmaak nie of ingesluit word in enige berekening vir die doel van die betaling van oortyd nie: Met dien verstande dat die Raad met 'n werknemer kan ooreenkom om sodanige rustyd tot uiters dertig minute te verminder.
- (c) 'n Werknemer mag nie sonder die voorafverkreë toestemming van die hoof van die departement waarin hy werksaam is, uit sy diens afwesig wees, sy vasgestelde werksure verander of sy pligte met 'n ander werknemer omruil nie. In die geval van siekte moet hy die omstandighede aan die hoof van die departement, afdeling of kantoor rapporteer voor 10 vm. op die eerste dag waarop hy van diens afwesig is, of so spoedig daarna as wat praktiese moontlik is, en so spoedig moontlik die vereiste geneeskundige sertifikaat, indien nodig, wat sy afwesigheid uit sy diens dek, verstrek.
- (d) Die hoof van 'n departement is verantwoordelik vir die nakoming deur die personeel onder sy beheer van die werksure ingevolge hierdie artikel voorgeskryf en vir dié doel moet hy bywoningsregisters aanhou ten opsigte van sodanige werknemers of groepe van werknemers as wat die Stadsclerk mag bepaal.

16. OORTYD

- (a) Sover as praktiese moontlik is, moet oortyd nie gewerk word nie, maar die hoof van 'n departement kan 'n werknemer aansê om vir diens aan te meld vir sodanige tydperke buite sy normale werksure as wat die vereistes van die diens nodig maak en om tydelik behulpsaam te wees op enige plek en in sodanige hoedanigheid as wat in ooreenstemming is met sy normale status en beroep.
- (b) 'n Werknemer wat as gevolg van die toepassing van subklousule (a) oortyd werk, moet ten opsigte van alle tyd aldus gewerk teen minstens een en 'n derde maal sy gewone besoldiging betaal word.

HOOFSTUK V

TUGMAATREËLS

17. WANGEDRAG

'n Werknemer wat—

- (a) opsetlik enige bepaling(s) van dié diensvoorwaardes oortree;
- (b) 'n wettige bevel aan hom gegee deur iemand, wat bevoeg is om dit te gee, nie gehoorsaam nie, verontagsaam, of opsetlik nie uitvoer nie, of hom deur woord of gedrag aan verset skuldig maak; of
- (c) nalatig of traag is in die vervulling van sy pligte; of
- (d) hom op skandelijke onbehoorlike of onbetaamlike wyse gedra; of
- (e) andersins as in die vervulling van sy pligte, inligting wat in die loop van sy diens verkry is, bekendmaak of gebruik vir 'n ander doel as in die vervulling van sy amptelike pligte of gebruikmaak van inligting deur hom ingewin of aan hom verstrekt in verband met sy posisie in die Raad se diens, ondanks die feit dat hy sodanige inligting nie bekendgemaak het nie; of
- (f) korrupsie pleeg of 'n omkoopgeskenk ontvang; of
- (g) met die doel om 'n voorreg of voordeel ten opsigte van sy offisiële posisie of sy pligte te verkry of om die Raad se diens te benadeel of daaraan afbreuk te doen, 'n onjuiste of valse verklaring wilens en wetens doen; of

- (h) is absent from duty without leave or without sufficient reason, or who deserts from the Council's service; or
- (i) is under the influence of intoxicating liquor while on duty, or when reporting for duty or having to report for duty;
- (j) is addicted to the excessive use of intoxicating liquor or drugs which have a detrimental effect on the efficient performance of his duties;

shall be deemed to be guilty of misconduct and in case any action is taken against him, it shall take place in accordance with the provisions of this chapter.

18. PROCEDURE TO BE FOLLOWED IN CHARGES OF MISCONDUCT

- (a) The Mayor and the Town Clerk shall investigate any charges of misconduct and should they find that the charge justifies any action the employee shall be charged in writing of the alleged misconduct by the head of his department or the Town Clerk, and in the case of the head of a department, by the Town Clerk, and he shall be required to submit or produce a written statement admitting or denying the charge within seven days of receiving such charge, and, if he so desires, he may submit a written explanation of the alleged misconduct;
- (b) after consultation with the head of the department or in the case of the head of a department, after consultation with the Management Committee, the Town Clerk may suspend the employee thus charged from the Council's service if it appears that the interests of the Council are prejudiced or that they will be prejudiced if the employee continues his work.
- (c) A Committee of Investigation consisting of two persons nominated by the Council and an employee of the Council nominated by the person charged, and in the absence of such nomination, an employee nominated by the Town Clerk, shall investigate the charge after effluxion of the period as required by subclause (a) without any necessary delay during a meeting specially called for such purpose. The employee thus charged shall be given not less than seven days' written notice of the time and place fixed for such meeting.
- (e) At the investigation the employee who is charged, shall have the right to be present and to be heard. He may be present in person and/or examine any witness through a representative elected by himself, check any document submitted in evidence, give any evidence and call any witnesses. If the employee who is charged fails to attend the investigation, this will not invalidate the proceedings.
- (f) If the misconduct with which the employee is charged, is an offence for which he has been found guilty by a court of law, a certified copy of the report of his hearing and conviction by that court, shall be sufficient proof that he committed such an offence, unless the conviction has been set aside by a superior court; provided that the employee charged shall have the power to lead evidence that he has in fact been convicted unlawfully.
- (g) The committee of investigation may postpone or call off an investigation while awaiting the findings of a court of law, if the employee has been charged with an offence in such court, and if the investigation is postponed, the Management Committee shall decide whether an employee who has been suspended from service in terms of subclause (b), shall be further suspended for the period during which the investigation is postponed.
- (h) The Committee of Investigation shall submit a report of its proceedings as well as its findings for consideration to the Management Committee.
- (i) If the Committee of Investigation or the Management Committee finds the employee not guilty, the charge shall lapse and if the said employee has been suspended from duty by virtue of the provisions of subclause (b) or (g) having been applied to him, such employee shall forthwith be reinstated in every respect as from the date on which he was suspended.
- (j) If the Management confirms the finding of guilty of an employee it shall determine whether or not such misconduct is of a serious nature. If the Management Committee finds the misconduct to be of a serious nature, it shall refer the matter to the Council for further treatment in accordance with clause 21.

19. APPEAL AGAINST FINDING OF MANAGEMENT COMMITTEE

- (a) The employee charged may lodge an appeal with the Council against the finding of the Management Committee by submitting to the Town Clerk a written notice of appeal, stating in full the reasons therefor, within 14 days of the date on which he was informed of the finding.

- (h) sonder verlof of grondige rede uit sy diens afwesig is; of uit die diens van die Raad dros; of
- (i) onder die invloed van bedwelmende drank is terwyl hy op diens is, of wanneer hy hom vir diens aanmeld of moet aanskyn;
- (j) verslaaf is aan die oormatige gebruik van sterk drank of narkotiese verdowingsmiddels wat die doeltreffende uitvoering van sy pligte benadeel;

word geag hom aan wangedrag skuldig te gemaak het en in geval van optrede teen hom moet daar gehandel word soos in hierdie hoofstuk bepaal word.

18. PROSEDURE WAT GEVOLG MOET WORD MET AANKLAGTE VAN WANGEDRAG

- (a) Die Burgemeester en die Stadsklerk ondersoek enige klag van wangedrag en indien hulle bevind dat die klag dit regverdig moet die werknemer skriftelik van die beweerde wangedrag aangekla word deur die hoof van sy departement of die Stadsklerk en in die geval van 'n hoof van 'n departement, deur die Stadsklerk, en hy moet versoek word om binne sewe dae na ontvangs daarvan, 'n geskrewe verklaring te verstrek of in te dien waarin hy die aanklag erken of ontken en, indien hy so verkies, kan hy 'n geskrewe verduideliking van die beweerde wangedrag verstrek;
- (b) Na oorlegpleging met die hoof van die departement of in geval van 'n hoof van 'n departement na oorlegpleging met die Bestuurskomitee, kan die Stadsklerk die werknemer wat aldus aangekla word, uit die Raad se diens skors as dit blyk dat die belange van die Raad in gevaar gestel word of benadeel sal word as die werknemer aanhou werk.
- (c) 'n Ondersoekkomitee bestaande uit twee persone deur die Raad benoem en 'n werknemer van die Raad deur die aangeklaagde benoem, en by ontstentenis aan laasgenoemde benoeming, 'n werknemer deur die Stadsklerk benoem, ondersoek die aanklag na verstryking van die tydperk soos vereis deur subklousule (a) sonder onnodige vertraging tydens 'n vergadering wat spesiaal vir dié doel belê is. Ten minste sewe dae skriftelike kennisgewing van die tyd en plek wat bepaal is vir sodanige vergadering sal aan die werknemer wat aldus aangekla is, gegee word.
- (d) Die persoon wat die aanklag onderteken of sy genomineerde moet die ondersoek bywoon om getuienis en argumente ter staving van die aanklag aan te voer, en kan enigiemand wat as getuie vir die verdediging opgeroep word, ondervra.
- (e) By die ondersoek het die werknemer wat aangekla word, die reg om teenwoordig te wees en gehoor te word. Hy kan persoonlik teenwoordig wees en/of deur middel van 'n verteenwoordiger deur hom gekies, enige getuie ondervra, enige dokument wat ter getuienis voorgelê word, nagaan, getuienis afleë en enige getuiens roep. As die werknemer wat aangeklaar is, in gebreke bly om die ondersoek by te woon, maak dit nie die verrigtinge daarvan ongeldig nie;
- (f) Indien die wangedrag waarvan die werknemer aangekla word 'n oortreding is waarvan hy deur 'n geregshof skuldig verklaar is, is 'n gewaarmerkte afskrif van die verslag van sy verhoor en skuldigverklaring deur daardie hof afdoende bewys dat hy sodanige oortreding begaan het, tensy die skuldigverklaring deur 'n hoër hof nietig verklaar is; met dien verstande dat die aangeklaagde werknemer bevoegd is om getuienis aan te voer dat hy inderdaad wederregtelik veroordeel is.
- (g) Die Ondersoekkomitee kan 'n ondersoek uitstel of verdaag in afwagting van die bevinding van 'n geregshof as die werknemer in sodanige hof van 'n oortreding aangekla is en indien die ondersoek uitgestel word, moet die Bestuurskomitee besluit of 'n werknemer wat uit sy diens ingevolge subklousule (b) geskors is, vir die tydperk van die uitstel van die ondersoek, verder geskors moet word.
- (h) Die Ondersoekkomitee lê 'n verslag van die verrigtinge asmede sy bevindings vir oorweging aan die Bestuurskomitee voor.
- (i) As die Ondersoekkomitee of die Bestuurskomitee die werknemer onskuldig bevind, vervall die aanklag en as genoemde werknemer deur die toepassing van die bepalinge van subklousule (b) of (g) uit diens geskors is, moet die werknemer onmiddellik in diens herstel word in alle opsigte met ingang vanaf die datum waarop hy geskors is.
- (j) As die Bestuurskomitee 'n skuldigbevinding van 'n werknemer bevestig bepaal dit of sodanige oortreding van 'n ernstige aard is, al dan nie. Indien die Bestuurskomitee bevind dat die oortreding van 'n ernstige aard is, moet dit die saak na die Raad verwys vir verdere behandeling ooreenkomstig klousule een-en-twintig.

19. APPÊL TEEN BEVINDING VAN BESTUURSKOMITEE

- (a) Die aangeklaagde werknemer kan by die Raad appêl aanteken teen die bevindings van die Bestuurskomitee deur binne 14 dae van die datum waarop die bevinding aan hom meegedeel is, skriftelik kennisgewing van appêl, waarin die redes daarvoor volledig uiteengesit word, aan die Stadsklerk te lewer.

- (b) The Management Committee shall, within 21 days after such appeal has been lodged, submit to the Council in writing reasons for the finding, together with the applicant's notice and reasons for his appeal.
- (c) The person who laid the charge and his representative, as well as the appellant and his representative shall be entitled to attend the hearing of the appeal before the Council in order to argue the case.
- (d) After consideration of the above appeal, the Council may uphold the appeal as a whole or in part, or alter the finding, or set aside the appeal and confirm the finding as a whole or in part or, before any final decision is reached concerning the appeal, refer back any matter in connection with the investigation to the Committee of Investigation or the Management Committee instructing it to report on such matter or to institute a further investigation into such matter and to come to a decision regarding it.

20. OFFENCE NOT OF A SERIOUS NATURE

If the Management Committee finds that the charge on which the employee has been found guilty, is not of a serious nature, the Committee may:

- (a) warn or reprimand the employee referred to; or
- (b) suspend such employee from service without pay for a period of not more than three working days, which period of suspension shall not be deemed to be an interruption of his service; or
- (c) withhold the next salary increment of such employee for such period as it may deem fit, such period not, however, to exceed three months, and the last day of the period thus decided upon, shall then be the future incremental date of the employee concerned.

21. OFFENCE OF A SERIOUS NATURE

- (a) If the Management Committee finds that the charge is of a serious nature, the Council may—
 - (i) warn or reprimand such employee; or
 - (ii) suspend him, without pay, from service for a period to be decided upon by the Council, which period shall not be deemed to be an interruption of his service. If such employee has already been suspended in connection with the charge in terms of subclause (b) and/or (g) of clause 18, the period of suspension may, in terms of this subclause, be deemed to have commenced on the date on which the employee was first suspended; or
 - (iii) withhold such employee's next salary increment for such period, not exceeding 12 months, as the Council may deem fit, and the last day of the period thus decided upon, shall be the future incremental date of the employee concerned; or
 - (iv) reduce the annual remuneration of such employee, or demote the employee to a post to which is attached a lower salary scale than that occupied by him at the time the offence was committed; or
 - (v) notwithstanding anything to the contrary in these conditions of service, terminate such employee's service summarily or later, or call upon him to resign from the service with effect from any such date.
- (b) An employee who is notified in terms of paragraph (v) of subclause (a) to resign from the Council's service, and who does not do so, shall be dismissed from the said service.

CHAPTER VI

TERMINATION OF SERVICE

22. (a) The service of a permanent employee with the Council, shall be deemed to be terminated when not less than one calendar month's written notice to this effect is given or received by him, as the case may be: Provided that the Management Committee may, by resolution, accept notice of termination of service of less than one calendar month in special circumstances.

(b) The service of a temporary employee shall be terminated *ipso facto* when the fixed period of appointment or reappointment has expired, or when the work for which he was appointed, is completed, or when the period of notice of termination of service given or received has expired. The period of such notice shall be not less than 24 hours.

(c) The power of terminating the service of an employee shall be exercised subject to the conditions of service applicable to the employee, and the exercising of such powers is further subject to the provisions of any law in regard to employees of the Council.

CHAPTER VII

LEAVE

23. LEAVE REGISTER

All leave due, leave granted and leave taken, shall be recorded in a leave register kept for this purpose. The Clerk of the Council shall be in charge of such register, and it shall be open for inspection by any employee at all reasonable times during office hours.

- (b) Die Bestuurskomitee moet binne 21 dae nadat sodanige appèl aangeteken is, skriftelike redes vir die bevinding, tesame met die applikant se kennisgewing en redes vir appèl, aan die Raad voorlê.
- (c) Die persoon wat die aanklag ingedien het en sy verteenwoordiger asook die appellant en sy verteenwoordiger sal die reg hê om die verhoor van die appèl voor die Raad by te woon ten einde argumente aan te voer.
- (d) Ná oorweging van die voornoemde appèl, kan die Raad die appèl in die geheel of ten dele toestaan of die bevinding wysig, of die appèl van die hand wys en die bevinding in die geheel of ten dele bekrachtig, of voordat 'n finale beslissing oor die appèl gegee word, enige saak in verband met die ondersoek na die Ondersekkomitee of Bestuurskomitee terugverwys met die opdrag om verslag oor sodanige saak te doen of om verdere ondersoek na sodanige saak in te stel en tot 'n bevinding daaroor te geraak.

20. OORTREDING WAT NIE VAN 'N ERNSTIGE AARD IS NIE

Indien die Bestuurskomitee bevind dat die oortreding waarop die werknemer skuldig bevind is, nie van 'n ernstige aard is nie, kan die Komitee:

- (a) genoemde werknemer waarsku of berispe; of
- (b) sodanige werknemer uit diens skors sonder betaling vir 'n tydperk van nie meer nie as drie werkdade, welke tydperk van skorsing nie as 'n onderbreking van sy diens beskou sal word nie; of
- (c) genoemde werknemer se eersvolgende salarisverhoging weerhou vir sodanige tydperk as wat hy goed ag, drie maande egter nie te bowe gaande nie, en die laaste dag van die tydperk aldus bepaal, is dan die toekomstige salarisverhogingsdatum van die betrokke werknemer.

21. OORTREDING VAN 'N ERNSTIGE AARD

- (a) Indien die Bestuurskomitee bevind het dat die oortreding van 'n ernstige aard is, kan die Raad—
 - (i) sodanige werknemer waarsku of berispe; of
 - (ii) hom sonder betaling vir 'n tydperk wat die Raad bepaal uit sy diens skors welke tydperk nie beskou sal word as 'n onderbreking van sy diens nie. As sodanige werknemer reeds in verband met die aanklag ingevolge subklousule (b) en/of (g) van klousule *agtien* geskors is, mag dit geag word dat die tydperk van skorsing kragtens hierdie subklousule begin het op die datum waarop die werknemer aanvanklik geskors is; of
 - (iii) sodanige werknemer se eersvolgende salarisverhoging weerhou vir sodanige tydperk, twaalf maande nie te bowe gaande nie, as wat die Raad goed ag en die laaste dag van die tydperk aldus bepaal, is die toekomstige salarisverhogingsdatum van die betrokke werknemer; of
 - (iv) die jaarlikse besoldiging van sodanige werknemer verminder of die werknemer demoveer na 'n pos op 'n laer salarisskaal as die wat deur hom bekleed is toe die misdryf begaan is; of
 - (v) nieteenstaande enige teenstrydige bepalings in die diensvoorwaardes, sodanige werknemer se diens summier of later beëindig of hom aansê om met ingang van enige sodanige datum die diens te bedank.
- (b) 'n Werknemer wat ooreenkomstig paragraaf (v) van subklousule (a) aangesê word om uit die Raad se diens te bedank en wat dit nie doen nie, word uit genoemde diens ontslaan.

HOOFSTUK VI

BEEÏNDIGING VAN DIENS

22. (a) Dit word geag dat die diens van 'n permanente werknemer by die Raad beëindig word wanneer minstens een kalendermaand skriftelike kennisgewing met die strekking deur hom gegee of ontvang word, na gelang van die geval: Met dien verstande dat die Bestuurskomitee by besluit in buitengewone omstandighede kennisgewing van beëindiging van diens van minder as een kalendermaand kan aanvaar;

(b) Die diens van 'n tydelik werknemer word *ipso facto* beëindig by verskryking van sy vasgestelde tydperk van aanstelling of her-aanstelling of by voltooiing van die werk(e) waarvoor hy aangestel is of by verstryking van die kennisgewing van beëindiging van diens wat gegee of ontvang is. Die tydperk van sodanige kennisgewing moet minstens 24 uur wees.

(c) Die bevoegdheid om die diens van 'n werknemer te beëindig word uitgeoefen onderworpe aan die diensvoorwaardes wat op die werknemer van toepassing is en die uitoefening van sodanige bevoegdhede is voorts onderworpe aan die bepalings van enige wet rakende werknemers van die Raad.

HOOFSTUK VII

VERLOF

23. VERLOFREGISTER

Alle verlof verskuldig, verlof toegestaan en verlof geneem, moet in 'n verlofregister vir die doel aangehou, aangeteken word. Sodanige register moet onder die beheer van die Klerk van die Raad wees en moet op alle redelike tye gedurende kantoorure ter insae van enige werknemer wees.

24. CLASSIFICATION OF LEAVE

Leave of absence from duty on working days, shall be classified as follows:

- (a) Holiday leave;
- (b) special leave;
- (c) sick leave.

25. THE GRANT OF LEAVE

With the exception of leave for heads of departments, as well as applications for special leave in terms of subclause 36 (d), leave shall be granted by the Town Clerk or the Clerk of the Council. Leave for heads of departments shall be granted by the Town Clerk.

26. APPLICATIONS FOR LEAVE

- (a) All applications for leave shall be in writing on the forms supplied by the Council and, except in the case of sick leave, shall be submitted not less than 14 days before the date of commencement of leave applied for in this manner and an employee shall not proceed on leave unless the head of the department in which he is working, has notified him that such leave has been approved;
- (b) Except in the case of heads of departments, all applications shall be lodged with the head of the department concerned who shall submit such applications, together with his recommendations, to the Clerk of the Council. In the case of heads of departments such applications shall be submitted to the Town Clerk.

27. DRAWING UP OF LEAVE SCHEDULE

Not later than the first day of July of each year, the head of a department shall cause a schedule to be drawn up of holiday leave which employees in his department desire to take during the period ending 30th June of the ensuing year. As far as possible, the holiday leave shall be granted in accordance with dates suitable to the employees, but it shall be arranged in such a way as to conform to the requirements of the service. Should there be quite a large number of applications for any particular period of the year, the head of the department shall submit his recommendations in respect of the grant of leave to the employees concerned to the Town Clerk for his decision.

28. LEAVE SUBJECT TO THE REQUIREMENTS OF THE SERVICE

- (a) Leave granted may be cancelled or postponed at any time by the authority which granted it, or an employee who is on leave, may be recalled if this is deemed to be in the interests of the service.
- (b) An employee who is recalled while on leave, shall be entitled to take the unexpired portion of his leave at a later date, as may be arranged.
- (c) An employee shall be compensated by the Council for any irrecoverable expenses or obligations incurred by him before he was notified of such cancellation or postponement, or before he was recalled from leave, and if an employee whose leave has been interrupted, has to travel in order to resume his duties, any reasonable expenses, with due consideration of the circumstances, for the journey there and back, shall be paid and he shall be deemed to be on duty during any time spent in travelling. Any cancellation or postponement of leave shall be notified to the employee in writing.
- (d) Notwithstanding anything to the contrary in the conditions of service, the Management Committee may in times of emergency postpone for an indefinite period any leave due to any employee, and only the Council shall decide what constitutes a state of emergency.
- (e) Any leave or portion of leave granted to an employee, may be cancelled at his request at any time before he proceeds on leave, by the authority which granted it and he shall be credited in the leave register with any leave not taken.

29. NO RESUMPTION OF DUTIES BEFORE LEAVE HAS EXPIRED

After the authorised holiday leave of an employee has commenced, he shall not resume his duties until the full period of such leave has expired, unless the Town Clerk or the Clerk of the Council so instructs or authorizes him.

30. REMUNERATION DURING LEAVE

An employee who has been granted leave, shall be entitled to receive the salary which would otherwise have been paid to him during the period in respect of which leave has been granted to him, on the last working day preceding his leave.

24. INDELING VAN VERLOF

Verlof tot afwesigheid uit diens op werkdae word soos volg ingedeel:

- (a) Vakansieverlof;
- (b) Spesiale verlof;
- (c) Siekteverlof.

25. TOESTAAN VAN VERLOF

Behalwe vir verlof van hoofde van departemente asmede aansoeke om spesiale verlof ingevolge subklousule 36 (d) word verlof deur die Stadsklerk of Klerk van die Raad toegestaan. Verlof van hoofde van departemente word deur die Stadsklerk toegestaan.

26. AANSOEKE OM VERLOF

- (a) Alle aansoeke om verlof moet skriftelik wees op die vorm deur die Raad verskaf en uitgesonderd in die geval van siekteverlof, ingedien word ten minste 14 dae voor die datum waarop sodanige verlof wat aangevra word 'n aanvang neem en 'n werknemer mag nie met verlof gaan tensy hy deur die hoof van die departement waarin hy werksaam is, verwittig is dat sodanige verlof goedgekeur is nie;
- (b) Behalwe in die geval van hoofde van departemente, moet alle aansoeke by die hoof van die betrokke departement gedoen word wat sodanige aansoek tesame met sy aanbevelings aan die Klerk van die Raad moet voorlê. In die geval van hoofde van departemente moet sodanige aansoeke aan die Stadsklerk voorgelê word.

27. OPSTEL VAN VERLOFSKEDULE

Die hoof van 'n departement moet nie later as die eerste dag van Julie van elke jaar 'n skedule laat opstel van vakansieverlof wat deur werknemers in sy departement gedurende die tydperk eindigende op 30 Junie van die daaropvolgende jaar, geneem wil word. Die vakansieverlof sal, sover as moontlik, toegestaan word volgens datums wat vir die werknemers geskik is, maar dit moet gereël word om by die vereistes van die diens te pas. Ingeval daar 'n hele aantal aansoeke vir 'n bepaalde tydperk van die jaar is, moet die hoof van die departement sy aanbevelings ten opsigte van die toestaan van verlof aan die betrokke werknemers, aan die Stadsklerk vir beslissing voorlê.

28. VERLOF ONDERWORPE AAN DIE VEREISTES VAN DIE DIENS

- (a) Verlof wat toegestaan is, kan te eniger tyd deur die gesag wat dit toegestaan het teruggetrek of uitgestel word of 'n werknemer wat met verlof is, kan teruggeroep word as dit in belang van die diens nodig geag word.
- (b) 'n Werknemer wat van verlof teruggeroep is, is geregtig om die onverstreke gedeelte van sy verlof op 'n later datum soos wat gereël mag word, te neem.
- (c) 'n Werknemer moet deur die Raad vergoed word vir enige onverhaalbare uitgawe of verpligting deur hom aangegaan voordat hy van die terugtrekking of uitstel in kennis gestel is of voordat hy van verlof teruggeroep is, en as 'n werknemer wie se verlof onderbreek word moet reis ten einde diens te hervat, sal sy redelike koste met behoorlike inagneming van die omstandighede vir die heen- en terugreis betaal word en word dit geag dat hy diens doen terwyl hy reis. Terugtrekking of uitstel van verlof moet skriftelik aan die werknemer meegedeel word.
- (d) Nieteenstande andersluidende bepalinge in die diensvoorwaardes, kan die Bestuurskomitee in tye van nood, die neem van enige verlof wat enige werknemer toekom vir 'n onbepaalde tydperk uitstel en slegs die Raad sal besluit wat 'n noodtoestand is.
- (e) Verlof of enige gedeelte van verlof wat aan 'n werknemer toegestaan is, kan te eniger tyd voordat hy op verlof gegaan het, op sy versoek teruggetrek word deur die gesag wat dit toegestaan het, en hy sal met die ongebruikte verlof in die verlofregister gekrediteer word.

29. GEEN TERUGKEER NA DIENS VOOR VERSTRYKING VAN VERLOF

Nadat die gemagtigde vakansieverlof van 'n werknemer 'n aanvang geneem het, mag hy nie na sy diens terugkeer alvorens die volle tydperk van sodanige verlof verstryk het nie, tensy hy daartoe deur die Stadsklerk of Klerk van die Raad aangesê of gemagtig word.

30. BESOLDIGING GEDURENDE VERLOF

'n Werknemer aan wie verlof toegestaan is, sal op die laaste werkdag wat sy verlof voorafgaan geregtig wees om die salaris wat andersins gedurende die tydperk ten opsigte waarvan aan hom verlof toegestaan is, betaal sou word, te ontvang.

31. LEAVE GRANTED IN ERROR

If more leave than that which is due to the employee, has been granted to him in error, but in good faith, and taken by him, such leave granted in excess shall be deducted from any leave due to him at a later date, and if such employee, for any reason whatsoever, should leave the service of the Council, and not have the necessary leave to his credit to make such deduction possible, the value of such leave taken in excess shall be deducted from any salary or moneys due to him.

32. SERVICE FOR LEAVE PURPOSES

All leave on full or half pay shall be deemed to be service.

33. LEAVE WITHOUT PAY

(a) If the holiday leave of an employee has been used in full, the Town Clerk or Clerk of the Council may, at his discretion, grant holiday leave without pay to such employee: Provided that no period of leave without pay shall be deemed to be service for leave purposes.

(b) The amount to be deducted from the salary of an employee taking leave without pay, shall be calculated on the following basis:

The number of working days taken by employee without pay

× Annual salary of employee

The number of working days per year applicable to employee.

34. CALCULATION OF LEAVE

In order to calculate any leave and the value of holiday leave in terms of this chapter, it shall be accepted that all employees work a five-day week.

35. HOLIDAY LEAVE

(a) For the purposes of the provisions of this clause, the employees of the Council shall be classified in the following groups:

GROUP A: Chief Technical Officer, heads of departments.

GROUP B: Employees included in this group by resolution of the Council in consultation with the Association.

GROUP C: Employees not classified under Group A, B, or D.

GROUP D: Temporary employees and apprentices.

(b) Subject to the service requirements of the Council, holiday leave on full pay shall be granted as follows to employees in respect of each completed year of uninterrupted service:

(a) Group A: 32 working days.

(b) Group B: 30 working days.

(c) Group C: 25 working days.

(d) Group D: 15 working days.

Provided that the above leave shall, for the purposes of subclause (c), be deemed to accrue to an employee at the end of each completed month of service on a *pro rata* basis, and provided further that the accumulative portion of such leave shall be in proportion to the holiday leave which may accumulate in terms of subclause (d) (i).

(c) Notwithstanding anything to the contrary in this clause, but subject to the provisions of subclause (d), holiday leave in respect of any year of service, including the first year of service, may be granted to an employee after, and for good and sufficient reason, during and before the completion of the year of service in respect of which he intends taking the leave: Provided that, if the leave is requested in respect of any year of service before completion of such year of service, the accumulated leave shall be used first, and provided further that the total number of days shall not exceed the accumulative portion of leave of such employee at the date he intends taking the leave.

(d) Fifteen (15) working days of the holiday leave as set out in Groups A, B and C and ten (10) working days in respect of Group D in subclause (b) shall, subject to the requirements of the service, be taken successively within twelve (12) months after the year of service in respect of which it is due has elapsed: Provided—

(i) that the employee concerned, if he elects to do so, shall be entitled to cause 17 working days to accumulate in the case of Group A, 15 working days in the case of Group B, 10 working days in the case of Group C and 5 working days in the case of Group D, such days to be taken at any time thereafter together with his non-accumulative leave, or separately, if he so elects: Provided that in no case shall an

31. VERLOF WAT PER ABUIS TOEGESTAAN IS

Ingeval meer verlof as wat aan die werknemer verskuldig is, foutiewelik, maar ter goeder trou aan hom toegestaan en deur hom geneem word, word sodanige verlof wat te veel toegestaan is, afgetrek van enige verlof wat daarna aan hom toekom, en indien sodanige werknemer om welke rede ookal, uit die diens van die Raad sou tree en nie die nodige verlof tot sy krediet het om sodanige aftrekking te bewerkstellig nie word die waarde van sodanige verlof wat te veel geneem is van enige salaris of gelde wat aan hom verskuldig is, afgetrek.

32. DIENS VIR VERLOFDOELEINDES

Alle verlof met volle of halwe betaling word as diens beskou.

33. VERLOF SONDER BETALING

(a) Ingeval die vakansieverlof van 'n werknemer ten volle gebruik is, kan die Stadsklerk of Klerk van die Raad na goeddunke vakansieverlof sonder betaling aan sodanige werknemer toestaan: Met dien verstande dat geen tydperk van verlof sonder besoldiging beskou word as diens vir verlof-doeleindes nie.

(b) Die bedrag wat van 'n werknemer wat verlof sonder betaling neem se salaris afgetrek moet word, word op die volgende basis bereken:

Die aantal werkdae wat werknemer sonder betaling neem

× Jaarlikse salaris van werknemer

Die aantal werkdae per jaar van toepassing op die werknemer

34. BEREKENING VAN VERLOF

Vir doeleindes van die berekening van alle verlof en die waarde van vakansieverlof ingevolge hierdie hoofstuk word aanvaar dat alle werknemers 'n vyfdag-week werk.

35. VAKANSIEVERLOF

(a) Vir die toepassing van die bepalings van hierdie klousule word die werknemers van die Raad in die volgende groepe ingedeel:

GROEP A: Hoof Tegniese Beampte en departements-hoofde.

GROEP B: Werknemers wat by besluit van die Raad in oorlegpleging met die Vereniging, by hierdie groep ingesluit word.

GROEP C: Werknemers wat nie onder Groep A, B of D ressorteer nie.

GROEP D: Tydelike werknemers en vakleerlinge.

(b) Vakansieverlof, met volle betaling, word onderhewig aan die vereistes van die Raad se diens, aan werknemers ten opsigte van elke voltooide jaar van ononderbroke diens, soos volg toegestaan:

(a) Groep A: 32 werkdae.

(b) Groep B: 30 werkdae.

(c) Groep C: 25 werkdae.

(d) Groep D: 15 werkdae.

Met dien verstande dat voormelde verlof vir doeleindes van subklousule (c) geag word om aan die einde van elke voltooide maand van diens op 'n *pro rata* basis, aan 'n werknemer toe te kom en met dien verstande verder dat die ophoofbare gedeelte van sodanige verlof in verhouding is met die vakansieverlof wat ingevolge subklousule (d) (i), kan ophoop.

(c) Ongeag andersluidende bepalings in hierdie klousule, maar onderworpe aan die bepalings van subklousule (d) mag vakansieverlof ten opsigte van enige jaar van diens, insluitende die eerste jaar van diens, te eniger tyd na of om goeie redes gedurende en voor voltooiing van die jaar van diens ten opsigte waarvan 'n werknemer van voorneme is om die verlof te neem aan hom toegestaan word: Met dien verstande dat ingeval die verlof aangevra word ten opsigte van enige jaar van diens voor voltooiing van sodanige jaar van diens, die opgehoofte verlof eers gebruik moet word en met dien verstande verder, dat die totale aantal dae nie die ophoofbare gedeelte van verlof wat sodanige werknemer op die datum wat hy van voorneme is om die verlof te neem, moet oorskry nie.

(d) Vyftien (15) werkdae van die vakansieverlof soos uiteenge-sit in groepe A, B en C en tien (10) werkdae ten opsigte van groep D in subklousule (b) moet, onderworpe aan die vereistes van die diens, binne twaalf (12) maande na afloop van die jaar van diens ten opsigte waarvan dit verskuldig is, agtereenvolgens geneem word, op voorwaarde:

(i) dat die betrokke werknemer volgens keuse, geregtig is om 17 werkdae in die geval van groep A, 15 werkdae in die geval van groep B, 10 werkdae in die geval van groep C en 5 werkdae in geval van groep D te laat ophoop om op enige tydstop daarna saam met sy nie-ophoofbare verlof of afsonderlik as hy so verkies, te neem: Met dien verstande dat in geen geval 'n werk-

employee be absent from duty, except with the approval of the Management Committee, for a continuous period of more than 130 working days, and that not more than 130 working days' holiday leave shall be granted during any continuous period of 18 months of service;

- (ii) that, if an employee submits an application for leave to the authority concerned in the prescribed manner, and such leave is refused by reason of the requirements of the service or for any other reason, thus preventing him from taking his leave for any one year, the non-accumulative portion of his holiday leave for that year, shall be granted at a later date when it is convenient for the department concerned;
- (iii) that, if an employee does not apply for his leave within 12 months after his non-accumulative leave became valid, he shall be required to take such leave during the 13th month, unless agreed otherwise between him and the Council.
- (e) The holiday leave earned by an employee transferred or promoted from one group to another, as set out in subclause (a), shall be transferred and credited to him in the group to which he is transferred.

- (f) (i) An employee who leaves the service of the Council or, in the case of termination of service by reason of death, the estate of an employee who has died, shall be entitled to pay equal to the value of holiday leave due to such employee, including a *pro rata* portion in respect of any partially completed year of service, but not exceeding 130 working days in the aggregate: Provided that such employee or his estate shall be entitled to pay equal to the value of any leave in excess of the 130 working days carried over in terms of the provisions of subclause (d) (ii) of this clause.

- (ii) The formula below shall be applied for calculating the value of holiday leave due to an employee referred to in paragraph (i) of this subclause:

$$\frac{\text{Number of working days' leave due to employee}}{\text{Number of working days per year applicable to employee}} \times \frac{\text{Annual salary of employee at date of termination of service.}}{\text{service.}}$$

- (g) On the date on which this Agreement comes into operation:
- (i) any annual leave and any *pro rata* portion thereof which have accrued to an employee in terms of the provisions of the Staff Regulations as published under Administrator's Notice No. 616, dated 4th July, 1951, but which has not as yet become applicable, shall be converted into working days and credited to such employee as non-accumulative holiday leave; and
- (ii) all bonus leave and any *pro rata* portion thereof which have accrued to an employee in terms of the provisions of the Staff Regulations, as published under Administrator's Notice No. 616, dated 4th July, 1951, but which has not as yet become applicable, shall be converted into working days and credited to such employee as accumulative holiday leave.
- (h) Except on the occasion of final termination of service no payment for leave not taken shall be made to an employee.

36. SPECIAL LEAVE

- (a) Subject to the provisions of the Defence Act, 1957, special leave for such periods and on such conditions as may be determined by the Council from time to time, shall be granted to an employee required to undergo compulsory military training.
- (b) Special leave on full pay and for a maximum period of three (3) weeks per annum, shall be granted to an employee who is a member of the Citizen Force in order to enable him to attend any voluntary promotion course or bivouac: Provided that the gross pay and allowances received by such employee from the Defence Force, shall, on a statement of such pay and allowances, signed by his Commanding Officer, being submitted, be paid in at the Council.
- (c) Special leave on full pay shall be granted to an employee:
- (i) In order to prepare for examinations—two (2) working days per subject connected with his occupation, up to a maximum of five (5) working days per annum: Provided that when an employee does not pass a particular subject, study leave shall not again be granted in respect of that subject.

nemer van diens afwesig mag wees, behalwe met die toestemming van die Bestuurskomitee, vir 'n aaneenlopende tydperk van meer as 130 werkdade, en dat nie meer as 130 werkdade vakansieverlof toegestaan sal word gedurende enige aaneenlopende tydperk van 18 maande diens nie;

- (ii) dat indien 'n werknemer 'n aansoek om verlof aan die betrokke instansie op die voorgeskrewe wyse voorlê en sodanige verlof vanweë die vereistes van die diens of om enige ander rede afgekeur word, en daardeur verhinder word om sy verlof vir enige besondere jaar te neem, moet die nie-ophoopbare gedeelte van sy vakansieverlof vir daardie jaar, op 'n latere datum wanneer dit geleë is vir die betrokke departement, toegestaan word;
- (iii) dat indien 'n werknemer nie binne 12 maande nadat sy nie-ophoopbare verlof geldig geword het daarvoor aansoek doen nie, sal hy verplig wees om sodanige verlof gedurende die dertiende maand te neem tensy anders deur hom en die Raad ooreengekom.

- (e) Die vakansieverlof wat verdien is deur 'n werknemer wat van een groep soos uiteengesit in subklousule (a) na 'n ander, oorgeplaas is, of vorder, word oorgedra en tot sy krediet geplaas in die groep waarna hy oorgaan.

- (f) (i) 'n Werknemer wat uit die diens van die Raad tree of die boedel van 'n werknemer wat oorlede is in geval van beëindiging van diens as gevolg van sy oorlye, sal geregtig wees op betaling gelykstaande aan die waarde van vakansieverlof wat aan sodanige werknemer toekom, insluitende 'n *pro rata* gedeelte ten opsigte van enige gedeeltelike voltooide jaar van diens, maar nie 'n totale aantal van 130 werkdade te bowegaande nie: Met dien verstande dat sodanige werknemer of sy boedel geregtig sal wees op betaling gelykstaande aan die waarde van alle verlof meer dan die 130 werkdade wat ingevolge die bepalings van subklousule (d) (ii) van hierdie klousule oorgedra is.

- (ii) Die onderstaande formule geld ten einde die waarde van vakansieverlof wat aan 'n werknemer, genoem in paragraaf (i) van hierdie subklousule, te bereken:

$$\frac{\text{Die aantal werkdade verlof wat aan die werknemer toekom}}{\text{Jaarlikse salaris van werknemer soos op datum van sy beëindiging van diens.}}$$

Die aantal werkdade per jaar van toepassing op die werknemer

- (g) Op die datum waarop hierdie ooreenkoms in werking tree, sal:

- (i) alle jaarlikse verlof en 'n *pro rata* gedeelte daarvan wat ingevolge die bepalings van die Personeelregulasies, soos afgekondig kragtens Administrateurskennissgewing nr. 616, gedateer 4 Julie 1951, ten gunste van 'n werknemer opgehoop maar nog nie geldig geword het nie, omskep word in werkdade en tot sodanige werknemer se krediet geplaas word as nie-ophoopbare vakansieverlof; en

- (ii) alle bonusverlof en 'n *pro rata* gedeelte daarvan wat ingevolge die bepalings van die Personeelregulasies soos afgekondig kragtens Administrateurskennissgewing, nr. 616, gedateer 4 Julie 1951, ten gunste van 'n werknemer opgehoop maar nog nie geldig geword het nie, omskep word in werkdade en tot sodanige werknemer se krediet geplaas word as ophoopbare vakansieverlof.

- (h) Behalwe by finale beëindiging van diens sal geen betaling vir verlof wat nie geneem is nie, aan 'n werknemer gedoen word.

36. SPESIALE VERLOF

- (a) Onderworpe aan die bepalings van die Verdedigingswet, 1957, word spesiale verlof aan 'n werknemer wat verpligte militêre opleiding moet ondergaan, toegestaan vir sodanige tydperke en op sodanige voorwaardes as wat die Raad van tyd tot tyd mag bepaal.

- (b) Spesiale verlof word aan 'n werknemer wat lid is van die Aktiewe Burgermag vir 'n maksimum tydperk van drie (3) weke per jaar met volle besoldiging toegestaan om enige vrywillige bevorderingskursus of bivak by te woon: Met dien verstande dat die bruto soldy en toelaes wat sodanige werknemer van die Verdedigingsmag ontvang, by die Raad, met indiening van 'n opgawe van sodanige soldy en toelaes, onderteken deur sy Bevelvoerende Offisier, inbetaal word.

- (c) Spesiale verlof met volle besoldiging word aan 'n werknemer toegestaan:

- (i) Vir eksamenvoorbereiding—twee (2) werkdade per vak, wat met sy beroep in verband staan tot 'n maksimum van vyf (5) werkdade per jaar: Met dien verstande dat wanneer 'n werknemer nie in die besondere vak slaag nie, studieverlof nie weer ten opsigte van daardie vak toegestaan word nie.

- (ii) To write an examination in connection with his occupation.
 - (iii) When subpoenaed to appear as a witness in Court, for the period he is required to be present in Court and the minimum period it takes to travel to and from the Court.
 - (iv) For purposes of isolation on the instructions of a doctor in cases where a member of his family has contracted an infectious or contagious disease, or where such employee has been in close contact with any person who has contracted an infectious or contagious disease, or if it is suspected that he suffers from such disease.
 - (v) Where he is unable to perform his duties as a result of an accident to which the provisions of the Workmen's Compensation Act, No. 30 of 1941, or any amendment thereof, are applicable, or which is covered by the Council's insurance policy in respect of employees not being workers within the meaning of the Act (notwithstanding anything contained in the latter's contract of service with the Council), for the period during which he is unable to perform his duties: Provided that any workmen's compensation accruing to such employee shall be paid to the Council.
- (d) Special leave may be granted to an employee under exceptional circumstances for any purpose not provided for in this agreement, and for such periods and on such conditions as the Council may prescribe by resolution.

37. SICK LEAVE

- (a) On the date on which this agreement comes into operation, sick leave accrued to an employee in terms of the provisions of Sections 44 of the Staff Regulations, published under Administrator's Notice No. 616, dated 4th July, 1951, shall be converted into working days, and credited to such employee.
- (b) On the date on which the sick leave referred to in subclause (a) above has been used up, an employee referred to in subclause (a) of this clause, shall be entitled to the sick leave provided for below.
- (c) Sick leave on full pay shall be granted as follows to an employee referred to in subclause (a):
 - (i) Any sick leave granted, shall be deducted from the accumulated sick leave standing to the credit of such employee, until such accumulated sick leave has been used up.
 - (ii) Notwithstanding anything to the contrary in this agreement, no continuous sick leave exceeding a period of six months shall be granted to an employee before he has used up any holiday leave to which he may be entitled.
 - (iii) If six months' continuous sick leave, and any of the accrued holiday leave has been used up, and an employee has further sick leave to his credit, the Town Medical Officer, in consultation with the employee's own doctor, shall report to the Management Committee whether further sick leave, should this be granted, will improve the employee's health to such an extent that he will be capable of resuming his duties.
 - (iv) If the Management Committee, on the recommendation of the Town Medical Officer, is convinced that further sick leave will improve the health of such employee sufficiently to enable him to resume his duties, it shall only grant further sick leave which may have accumulated, provided that such further leave shall not exceed six (6) months.
- (d) All other employees shall be entitled to sick leave of not more than 85 working days on full pay and 85 working days on half pay in respect of each successive period of three years, the first period to be calculated with effect from the date on which the employee was appointed in the service of the Council. Any portion not taken during such period, shall lapse.
- (e) An employee who has been granted the maximum available period of sick leave and who, when this has expired, is still not fit to perform his duties properly by reason of poor health, may be granted a further period of sick leave with or without pay at the discretion of the Council and on the production of satisfactory medical evidence that further leave is required: Provided that an employee who has any holiday leave standing to his credit, shall be required to use such leave or a portion thereof first instead of the above extended sick leave.
- (f) An employee granted sick leave on half pay or without pay in terms of this agreement, and who has the necessary period of holiday leave to his credit, may elect to take such holiday leave instead of sick leave on half pay or without pay.

- (ii) Om 'n eksamen in verband met sy beroep af te lê.
 - (iii) Wanneer hy gedagvaar is om as 'n getuie voor die Hof te verskyn, vir die tydperk wat hy in die Hof teenwoordig moet wees en die minimum tydperk om na en van die Hof te reis.
 - (iv) Omrede afsondering op bevel van 'n medikus in gevalle waar 'n lid van sy huisgesin 'n aansteeklike of besmetlike siekte opgedoen het of waar sodanige werknemer in nou aanraking gekom het met enige persoon wat 'n aansteeklike of besmetlike siekte opgedoen het of vermoed word dat hy aan so 'n siekte ly.
 - (v) Wanneer hy nie in staat is om sy pligte uit te voer nie as gevolg van 'n ongeluk waarop die bepalings van die Ongevallewet nr. 30 van 1941, of enige wysiging daarvan, van toepassing is of wat gedek word deur die Raad se versekeringspolis ten opsigte van werknemers wat nie werksmense ingevolge die betekenis van die Wet is nie (ondanks enigiets vervat in laasgenoemde se dienskontrak met die Raad), vir die tydperk waarin hy nie in staat is om sy pligte te vervul nie: Met dien verstande dat enige ongevalleverageoeding wat sodanige werknemer toeval aan die Raad betaal word.
- (d) Spesiale verlof mag in buitengewone omstandighede aan 'n werknemer toegestaan word vir enige doel waarvoor daar nie in hierdie ooreenkoms voorsiening gemaak word nie en vir sodanige tydperke en op sodanige voorwaardes as wat die Raad by besluit mag voorskryf.

37. SIEKTEVERLOF

- (a) Op die datum waarop hierdie ooreenkoms in werking tree, sal die siekteverlof wat ingevolge die bepalings van artikel vier-en-veertig van die personeelregulasies, soos afgekondig kragtens Administrateurskenningsgewing nr. 616, gedateer 4 Julie 1951, ten gunste van 'n werknemer opgehoop het, omskep word in werkdae, en tot sodanige werknemer se krediet geplaas word.
- (b) 'n Werknemer waarna in subklousule (a) van hierdie klousule verwys word, is geregtig op die siekteverlof soos hierna voorsien word, op die datum waarop die siekteverlof vermeld in gemelde subklousule (a) opgebruik is.
- (c) Siekteverlof sal teen volle betaling aan 'n werknemer waarna in subklousule (a) verwys word, as volg toegestaan word:
 - (i) Enige siekteverlof wat toegestaan word, sal van die opgehoopte siekteverlof wat tot die krediet van sodanige werknemer staan, afgetrek word totdat sodanige opgehoopte siekteverlof opgebruik is.
 - (ii) Nieteenstaande andersluidende bepalings vervat in hierdie ooreenkoms, sal aan 'n werknemer geen aanloopende siekteverlof toegestaan word, wat 'n tydperk van ses maande te bowe gaan nie, alvorens hy enige vakansieverlof waarop hy geregtig mag wees, opgebruik het.
 - (iii) Indien ses maande aanloopende siekteverlof, en alle vakansieverlof wat toeval opgebruik is, en 'n werknemer verdere opgehoopte siekteverlof tot sy krediet het, sal die Stadsgeneesheer, in raadpleging met die werknemer se eie geneesheer, aan die Bestuurskomitee verslag doen, of verdere siekteverlof, indien dit toegestaan word, die werknemer se gesondheid sodanig sal herstel dat hy sy dienste sal kan hervat.
 - (iv) Indien die Bestuurskomitee, op aanbeveling van die Stadsgeneesheer, oortuig is dat verdere siekteverlof die gesondheid van sodanige werknemer voldoende sal herstel ten einde hom in staat te stel om sy dienste te hervat, sal dit slegs verdere siekteverlof, wat moontlik opgehoop het, toestaan. Met dien verstande dat sodanige verlof nie ses (6) maande sal oorskry nie.
- (d) Alle ander werknemers sal geregtig wees op siekteverlof van nie meer as 85 werkdae met volle betaling en 85 werkdae teen halwe betaling ten opsigte van iedere agtereenvolgende tydperk van drie jaar, die eerste tydperk bereken te word met ingang vanaf die datum waarop die werknemer in diens van die Raad aangestel is. Enige gedeelte wat nie gedurende sodanige tydperk geneem word nie, verval.
- (e) Aan 'n werknemer aan wie die maksimum beskikbare tydperk van siekteverlof toegestaan is en wat by verstryking daarvan nog weens swak gesondheid ongeskik is om sy pligte behoorlik te verrig, mag volgens goedgekeurde van die Raad en by voorlegging van bevredigende mediese getuienis dat verdere verlof nodig is, 'n verlenging van siekteverlof vir 'n verdere tydperk met of sonder betaling toegestaan word: Met dien verstande dat van 'n werknemer wat vakansieverlof tot sy krediet het, vereis sal word om eers sodanige verlof of gedeelte daarvan te neem in plaas van voormelde verlengde siekteverlof.
- (f) 'n Werknemer aan wie siekteverlof met halwe betaling of sonder betaling ingevolge hierdie ooreenkoms toegestaan is en wat die nodige tydperk van vakansieverlof tot sy krediet het, kan kies om sodanige vakansieverlof te neem in plaas van siekteverlof met halwe betaling of sonder betaling.

- (g) If, during his holiday leave, an employee develops indisposition or contracts a disease not due to his own wilfulness or negligence, necessitating his remaining in bed for longer than five consecutive working days, and if such employee produces a certificate from a registered medical practitioner stating that the nature of the disease or complaint was such as to make it essential for the employee to remain in bed for this specific period in order to recover, the number of working days of such period of the holiday leave for which the employee was thus required to stay in bed, shall be converted into sick leave if he can claim it in terms of this Agreement and his holiday leave shall be credited with the number of days referred to.
- (h) An application for sick leave of more than three working days shall be supported by a medical certificate drafted in such a way as to enable the Town Clerk or Clerk of the Council to determine whether or not the applicant is sufficiently recovered to perform his duties, and that the leave period applied for is essential in order to enable him to recover. The Town Clerk may, at any time, cause an employee thus applying for such leave, to be examined by the City Medical Officer or a registered medical practitioner appointed by the Council.
- (i) The Town Clerk or Clerk of the Council may require a medical certificate to be produced in support of an application for sick leave for a period of three working days or less, if he is of the opinion that circumstances justify such a step.
- (j) The sick leave provided for in this clause, is intended to cover only the period during which an employee is prevented from performing his duties because he is confined to his residence, hospital, nursing institution, sanatorium or other similar place, by reason of a disease and in cases of serious complaints, and for such reasonable period thereafter as his medical advisers may deem necessary for him to recover in order to resume his duties. Sick leave shall not be granted to employees who, in the opinion of the Town Medical Officer, suffer from any minor disease or complaint which should not in the ordinary course of events, prevent an employee from performing his duties.
- (k) Sick leave shall be granted only in respect of a complaint, disease or injury not caused by unhealthy or immoral ways of living, participation in sport for monetary reward and for money prizes or resulting from the employee's own serious or wilful misconduct.
- (l) Any sick leave amounting to more than 10 working days in the aggregate, taken during any calendar year and not supported by a medical certificate, shall be noted as holiday leave or, if no holiday leave is due to the employee, as leave without pay.
- (m) Notwithstanding anything to the contrary herein, no sick leave amounting to more than 20 working days in the aggregate shall be granted to temporary employees during the first six months of employment.

38. LEAVE BONUS

After 30th June, 1966, a holiday leave bonus shall be paid to all permanent and temporary employees employed by the Council, subject to the following provisions and conditions:

- (a) The amount of the leave bonus in respect of permanent and temporary employees, shall be equal to five per cent (5%) of the employee's basic annual salary, subject to a maximum of R240 for married and R120 for single employees, and a minimum of R80 for married and R40 for single employees.
- (b) The leave bonus shall only be paid once in respect of any completed year of employment: Provided that temporary employees shall only qualify for a leave bonus after completion of two years' uninterrupted service with the Council.
- (c) Apprentices shall be paid such leave bonus and on such conditions as may be determined by the Council from time to time.
- (d) The leave bonus shall be calculated on the basic salary as at the date on which the leave concerned commences.
- (e) The leave bonus shall not be taken into account for pension purposes.
- (f) The leave bonus in respect of any year of employment shall be paid only on the working day before the date on which the employee's leave commences: Provided that an employee's application for leave for a number of working days, equivalent to the non-accumulative leave referred to in clause 36 (d) of this Agreement, has been approved. Such leave shall be taken before the end of the following year of service.
- (g) Employees recalled from holiday leave, shall retain their leave bonus.
- (h) Employees who, as a result of the requirements of the service, cannot take their holiday leave within one year after becoming entitled to a leave bonus, shall not forfeit their leave bonus. Such leave bonus shall be paid to the employees on the last working day of such year.

- (g) Indien 'n werknemer tydens die duur van sy vakansieverlof 'n ongesteldheid of siekte opdoen wat nie aan sy opset of nalatigheid te wyte is nie en wat dit noodsaak het dat hy vir langer as vyf agtereenvolgende werkdade in die bed moes bly, en indien sodanige werknemer 'n sertifikaat van 'n geregistreerde mediese praktisyn voorlê waarin gesertifiseer word dat die siekte of ongesteldheid van so 'n aard was dat dit noodsaaklik was dat die werknemer vir dié bepaalde tydperk in die bed gehou moes word ten einde te herstel, sal die aantal werkdade van sodanige tydperk van die vakansieverlof as wat die werknemer aldus in die bed moes bly, omskep word in siekteverlof indien hy ingevolge hierdie ooreenkoms daarop aanspraak kan maak, en sal sy vakansieverlof met gemelde aantal dae gekrediteer word.
- (h) 'n Aansoek om siekteverlof vir meer as drie werkdade moet ondersteun word deur 'n geneeskundige sertifikaat op so 'n wyse opgestel dat die Stadsklerk of Klerk van die Raad in staat gestel word om te bepaal of die applikant gesond genoeg is om sy pligte te vervul, of nie, en dat die verlof-tydperk waarom aansoek gedoen word, noodsaaklik is om hom sy gesondheid te laat herwin. Die Stadsklerk kan te eniger tyd 'n werknemer wat aldus om sodanige verlof aansoek doen, laat ondersoek deur die Stadsgeneesheer of 'n geregistreerde mediese praktisyn deur die Raad aangewys.
- (i) Die Stadsklerk of die Klerk van die Raad kan vereis dat 'n geneeskundige sertifikaat voorgelê word ter ondersteuning van 'n aansoek om siekteverlof vir 'n tydperk van drie werkdade of minder indien hy van mening is dat omstandighede so 'n stap regverdig.
- (j) Siekteverlof soos in hierdie klousule bepaal, is bedoel om slegs die tydperk te dek waartydens 'n werknemer verhinder word om sy pligte na te kom omdat hy beperk is tot sy woonplek, hospitaal, verpleeginrigting, sanatorium of ander soortgelyke plek, weens siekte en in gevalle van ernstige ongesteldheid, sodanige redelike tydperk daarna as wat sy mediese adviseurs nodig ag vir die herstel van sy gesondheid om hom in staat te stel om dienste te hervat. Siekteverlof word nie toegestaan aan werknemers wat na die mening van die Stadsgeneesheer aan enige geringe of sodanige siekte of ongesteldheid ly wat gewoonweg nie die werknemer behoort te verhinder om sy pligte na te kom nie.
- (k) Siekteverlof word slegs toegestaan ten opsigte van 'n ongesteldheid, siekte of besering wat nie veroorsaak is deur ongesonde of immorele lewenswyses, deelname in sport vir geldelike vergoeding en vir geldpryse of as gevolg van die werknemer se eie ernstige of opsetlike wangedrag nie.
- (l) Enige siekteverlof meer as tien werkdade in geheel, wat gedurende enige kalenderjaar geneem word en nie ondersteun is deur enige mediese sertifikaat nie, word as vakansieverlof aangeteken of as geen vakansieverlof aan die werknemer verskuldig is nie, as verlof sonder betaling.
- (m) Nieteenstande andersluidende bepalinge hierin vervat, sal geen siekteverlof van meer as 20 werkdade in geheel aan tydelike werknemers, gedurende die eerste ses maande van diens, toegestaan word nie.

38. VERLOFBONUS

'n Vakansieverlofbonus word na 30 Junie 1966 aan alle permanente en tydelike werknemers, in diens van die Raad, onderworpe aan die volgende bepalinge en voorwaardes, betaal:

- (a) Die bedrag van die verlofbonus ten opsigte van permanente en tydelike werknemers, is gelyk aan vyf persent (5%) van die werknemer se basiese salaris per jaar, onderworpe aan 'n maksimum van R240 vir getroude en R120 vir ongetroude werknemers en 'n minimum van R80 vir getroude en R40 vir ongetroude werknemers.
- (b) Die verlofbonus word slegs een keer ten aansien van enige voltooide diensjaar betaal: Met dien verstande dat tydelike werknemers slegs na voltooiing van twee jaar ononderbroke diens by die Raad vir verlofbonus kwalifiseer.
- (c) Aan vakleerlinge word sodanige verlofbonus en op sodanige voorwaardes betaal as wat die Raad van tyd tot tyd mag bepaal.
- (d) Die verlofbonus word bereken op die basiese salaris soos op die datum waarop die betrokke verlof 'n aanvang neem.
- (e) Die verlofbonus word nie vir pensioendoelindes in aanmerking geneem nie.
- (f) Die verlofbonus ten opsigte van enige diensjaar word slegs uitbetaal op die werkdag voor die datum waarop die werknemer se verlof 'n aanvang neem: Met dien verstande dat 'n werknemer se aansoek om verlof vir 'n aantal werkdade, gelykstaande aan die nie-ophoopbare verlof vermeld in klousule 35 (d) van hierdie ooreenkoms, goedgekeur is. Sodanige verlof moet geneem word voor die einde van die volgende diensjaar.
- (g) Werknemers wat van vakansieverlof teruggeroep word, behou hulle verlofbonus.
- (h) Werknemers wat as gevolg van die vereistes van die diens nie hulle vakansieverlof binne een jaar nadat hulle op 'n verlofbonus geregtig is, kan neem nie, verbeur nie hulle verlofbonus nie. Sodanige verlofbonus word op die laaste werkdag van sodanige jaar aan die werknemers uitbetaal.

- (i) If the employment of an employee qualifying for a leave bonus is terminated by reason of retirement, death or reduction of staff for purposes of reorganization, such employee shall receive a *pro rata* leave bonus in respect of each completed month of service.
- (j) The application of the conditions contained in subclauses (a) to (i), inclusive, is subject to and should be read with this agreement in all respects where specific provision has not been made herein.
- (k) For the purposes of leave bonus:
"Married employee" shall mean all married male permanent and temporary employees in the Council's service as well as widows, widowers and any other employees having to support children and/or dependants who are deemed to be married employees by a resolution of the Council, in consultation with the Association.
"Single employee" shall mean all single, permanent and temporary employees, as well as married women in the Council's service.

CHAPTER VIII MISCELLANEOUS

39. MEMBERSHIP OF THE S.A.A.M.E.

The Council undertakes to see that all employees who qualify for membership of the S.A.A.M.E. and who are not members of the S.A.A.M.E., apply for membership of the S.A.A.M.E. as from the date on which this Agreement comes into operation, or the date on which they enter the Council's service, whichever is the later, and the Council further undertakes to retain in its service thereafter such employees only while they remain members of the S.A.A.M.E. Subscriptions payable to the Association by such members, shall be deducted from the amount in salaries and allowances paid to such employees, and the amounts thus deducted, shall be paid to the Association referred to: Provided that the provisions of this clause shall not be applicable to an immigrant during the first year after entering the Republic of South Africa, unless such employee agrees thereto.

40. MEMBERSHIP OF MEDICAL AID SCHEME AND PENSION FUND

All employees who qualify for membership of any Pension Fund and/or Medical Aid Scheme established by the Council or by legislation in the interests of the employees of the Council shall, subject to the provisions of such medical aid scheme or pension fund, become members of the scheme or fund referred to from the date on which they are appointed in the service of the Council, or from the date from which they qualify for membership and, subject to the regulations of the scheme or fund referred to, they shall subsequently remain members for the duration of their service with the Council. Contributions or other moneys payable in terms of such pension fund and/or medical aid scheme, shall be deducted from the salary of the employees.

41. GENERAL CONDITIONS OF SERVICE

- (a) The conditions of service contained in this Agreement shall supersede those published in Administrator's Notice No. 616 of 4th July, 1951, as amended, in respect of all the employees in the service of the Council to whom these conditions of service are applicable.
- (b) When appointed in the service of the Council, a copy of the conditions of service, together with such instructions as may be deemed necessary for his guidance shall be supplied to each employee. The employee shall acknowledge receipt of such conditions of service in writing, and shall make himself familiar with the contents.

Signed at Roodepoort on this 22nd day of September, 1967.

J. J. LLOYD,
Representative of the Employees' Organization.
H. J. J. VAN RENSBURG,
Chairman.
G. J. STROEBEL,
Secretary.
C. J. JOUBERT,
Representative of the Town Council.

- (i) By die diensbeëindiging, as gevolg van aftrede, afsterwe of vermindering in personeel weens re-organisasie, van 'n werknemer wat vir 'n verlofbonus kwalifiseer, ontvang sodanige werknemer sy verlofbonus *pro rata* ten opsigte van elke voltooide maand van diens.
- (j) Die toepassing van die voorwaardes in subklousules (a) tot en met (i) vervat, is in alle opsigte waar daar hierin nie spesifiek voorsiening gemaak word nie, onderworpe aan en word saamgelees met hierdie ooreenkoms.
- (k) Vir doeleindes van verlofbonus beteken:
"Getroude werknemer": Alle getroude manlike permanente en tydelike werknemers in die Raad se diens, asook weduwees, wewenaars en ander werknemers wat kinders en/of afhanklikes onderhou en wat by besluit van die Raad, in oorlegpleging met die Vereniging, as getroude werknemers beskou word.
"Ongetroude werknemer": Alle ongetroude permanente en tydelike werknemers, asook getroude vrouens in die Raad se diens.

HOOFSTUK VIII

DIVERSE

39. LIDMAATSKAP VAN S.A.V.M.W.

Die Raad onderneem om toe te sien dat alle werknemers wat vir lidmaatskap van die S.A.V.M.W. kwalifiseer en wat nie lede van die S.A.V.M.W. is nie met ingang van die datum waarop hierdie ooreenkoms van krag word, of die datum waarop hulle tot die Raad se diens toetree, welke datum ook al die later mag wees, aansoek doen om lidmaatskap van die S.A.V.M.W. en die Raad onderneem verder om slegs sodanige werknemers vir so lank hulle lede van S.A.V.M.W. is daarna in diens te hou. Lede-geld betaalbaar aan die Vereniging deur sodanige lede word ten tye van betaling afgetrek van die bedrag aan salarisse en toelaes aan sodanige werknemers betaal en die bedrae aldus afgetrek, word aan genoemde Vereniging betaal: Met dien verstande dat die bepalings van hierdie klousule nie van toepassing sal wees op 'n immigrant gedurende die eerste jaar nadat hy die Republiek van Suid-Afrika binnegekom het nie, tensy sodanige werknemer daartoe instem.

40. LIDMAATSKAP VAN MEDIESE HULPSKEMA EN PENSIOENFONDS

Alle werknemers wat bevoeg is om toegelaat te word as lede van enige Pensioenfonds en/of Mediese Hulpskema, wat in belang van werknemers van die Raad deur die Raad of deur wetgewing in werking gestel is, moet onderworpe aan die bepalings van sodanige mediese hulpskema of pensioenfonds, lede word van vermeldde skema of fonds vanaf die datum van hul aanstelling in diens van die Raad of vanaf die datum waarop hul bevoeg word om as lede toegelaat te word en daarna onderworpe aan die voorskrifte van vermeldde skema of fonds, lede bly terwyl hulle in diens van die Raad is. Bydraes of ander gelde wat ingevolge sodanige pensioenfonds en/of mediese hulpskema betaalbaar is, word van die salaris van werknemers afgetrek.

41. DIENSVOORWAARDES IN DIE ALGEMEEN

- (a) Dié diensvoorwaardes vervat in hierdie ooreenkoms vervat dié wat afgekondig is by Administrateurskennisgewing nr. 616 van 4 Julie 1951, soos gewysig, ten opsigte van al die werknemers in die Raad se diens op wie hierdie diensvoorwaardes van toepassing is.
- (b) Wanneer hy in diens van die Raad aangestel word, moet aan iedere werknemer 'n eksemplaar van dié diensvoorwaardes tesame met sodanige opdragte as wat vir sy leiding nodig geag word, verskaf word. Die werknemer moet skriftelik ontvangs van hierdie diensvoorwaardes erken en hom deeglik daarmee vertrou maak.

Geteken te Roodepoort hede die 22ste dag van September 1967.

J. J. LLOYD,
Verteenwoordiger van die Werknemersorganisasie.
G. J. STROEBEL,
Sekretaris.
H. J. J. VAN RENSBURG,
Voorsitter.
C. J. JOUBERT,
Verteenwoordiger van die Stadsraad.

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