



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2524

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2524

Registered at the Post Office as a Newspaper

Vol. 147]

PRETORIA, 2 SEPTEMBER 1977

[No. 5730

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1726 2 September 1977
WET OP NYWERHEIDSVERSOENING, 1956

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

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Plaaslike Bestuursonderneming in die provinsie Transvaal betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir dié tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSVERSOENING VIR DIE PLAASLIKE BESTUURSONDERNEMING IN DIE PROVINSIE TRANSVAAL

OOREENKOMS

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

Transvaalse Munisipale Werkgewersvereniging
(hierna die "werkgewers" of die "werkgewersvereniging" genoem),
aan die een kant, en die

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

(hierna die "werknemers" of die "vakvereniging" genoem), aan
die ander kant,

wat die partye is by die Nywerheidsraad vir die Plaaslike
Bestuursonderneming in die provinsie Transvaal.

**KLOUSULE 1.—GEBIED EN TOEPASSINGSBESTEK
VAN OOREENKOMS**

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

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

63950—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1726 2 September 1977
INDUSTRIAL CONCILIATION ACT, 1956

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

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Local Government Undertaking in the Province of the Transvaal, shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 30 June 1979 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union.

S. P. BOTHA, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

Transvaal Municipal Employers' Association

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

South African Association of Municipal Employees
(non-Political)

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

being parties to the Industrial Council for the Local Government Undertaking in the Province of the Transvaal.

**CLAUSE 1.—AREA AND SCOPE OF APPLICATION OF
AGREEMENT**

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

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

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KLOUSULE 2.—GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag bepaal en bly van krag tot 30 Junie 1979 of vir sodanige tydperk as wat hy mag bepaal.

KLOUSULE 3.—WOORDOMSKRYWING

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

“besoldiging” dieselfde as “betaling”;
 “bestuurskomitee” ’n bestuurskomitee ingestel ingevolge artikel 51 van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkieings), 1960;
 “betaling” die salaris of loon wat aan ’n werknemer betaalbaar is wanneer hy in diens is en sluit in toelaes wat nie by so ’n salaris of loon inbegrepe is nie;
 “bode” ’n boodskapper of briewe- of posbesteller of iemand in ’n soortgelyke betrekking teen ’n salaris nie hoër as dié van die hoogs besoldigde vakleerling of leerling in ’n raad se diens nie;
 “diens” enige onafgebroke voltydse diens in enige hoedanigheid by ’n raad;
 “hoof van ’n departement” ’n werknemer wat aan die stads- klerk verantwoordelik is vir die administrasie van ’n departement of wat in hierdie hoedanigheid waarneem;
 “kalenderjaar” ’n tydperk wat strek vanaf 1 Januarie tot 31 Desember van dieselfde jaar, albei dae inbegrepe;
 “leerling” ’n werknemer wat in die proses is om hom te bekwaam vir ’n pos in die raad se diens, of vir ’n beroep, en wat ’n salaris ontvang wat nie hoër is as dié van die hoogs- besoldigde vakleerling nie;
 “loon” dieselfde as “salaris”;
 “maand” enige maand gereken vanaf die eerste dag van daar- die maand;
 “Nywerheidsraad” die Nywerheidsraad vir die Plaaslike Bestuursonderneming in die provinsie Transvaal soos ingestel ingevolge die Wet op Nywerheidsversoening, 1956;
 “openbare feesdag” ’n openbare feesdag soos bepaal in die Wet op Openbare Feesdae, 1952;
 “Ordonnansie” die Ordonnansie op Plaaslike Bestuur, 1939;
 “permanente werknemer” ’n werknemer aangestel in ’n per- manente hoedanigheid hetsy voltydse hetsy deelyds in ’n pos op die vaste diensstaat van die raad en dit sluit ’n werknemer in wat vir ’n proeftyd in so ’n pos aangestel is;
 “Plaaslike Bestuursonderneming” die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handel- ing, skema of aktiwiteit wat deur ’n raad onderneem word;
 “raad” ’n stadsraad, dorpsraad of gesondheidskomitee en omvat die bestuurskomitee van ’n raad of enige werknemer in diens van ’n raad wat optree kragtens bevoegdheid wat by ’n raad in verband met hierdie Ooreenkoms berus en wat by artikel 58 van die Ordonnansie op Plaaslike Bestuur (Administrasie en Verkieings), 1960, aan hom gedelegeer is;
 “rusdag” ’n dag waarop ’n werknemer normaalweg nie werk nie;
 “salaris” ’n werknemer se normale geldelike vergoeding vir sy werk, hetsy ooreenkomstig die toepaslike kerf op sy salaris- skaal, hetsy ’n vaste bedrag geld, en dit sluit geen toelae in nie;
 “salarisverhoging” die goedgekeurde bedrag waarmee ’n salaris volgens die toepaslike skaal verhoog kan word;
 “siklus” ’n tydperk van drie jaar gereken vanaf die datum waarop hierdie Ooreenkoms ten opsigte van ’n bepaalde raad in werking tree of vanaf die datum waarop ’n werknemer diens aanvaar, naamlik die jongste datum, en elke volgende tydperk van drie jaar;
 “stadsklerk” ook ’n sekretaris van ’n gesondheidskomitee;
 “tydelike werknemer” ’n werknemer wat nie ’n permanente werknemer is nie;
 “vakleerling” enigiemand wat by ’n raad in diens is ingevolge ’n leerlingkontrak wat by die Registrateur van Vakleerlinge gere- gistreer is ooreenkomstig die bepalings van die Wet op Vak- leerlinge, Wet 37 van 1944;
 “vakvereniging” enige vereniging wat as ’n vakvereniging inge- volge die Wet op Nywerheidsversoening, 1956, geregistreer is;
 “vaste diensstaat” die poste wat vir die normale en gereelde vereistes van ’n raad geskep is;
 “Vereniging” die Suid-Afrikaanse Vereniging van Munisipale Werknemers (nie-Politiek);
 “verhogingsmaand” die maand waarin die salaris van ’n werk- nemer verhoog kan word;
 “verhogingstydperk” ’n tydperk van 12 maande of ’n ander korter goedgekeurde tydperk wat met betrekking tot enige werk- nemer moet verstrek word dat sy salaris volgens die skaal wat op hom van toepassing is, verhoog kan word;
 “werkdag” enige dag van die week met uitsondering van die weeklikse rusdag/dae van die werknemer en met uitsondering van ’n openbare feesdag;

CLAUSE 2.—PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force until 30 June 1979 or for such period as may be determined by him.

CLAUSE 3.—DEFINITIONS

In this Agreement, unless the context indicates otherwise—

“apprentice” means any person who is in the service of a council in terms of an apprenticeship contract registered with the Registrar of Apprenticeship in terms of the provisions of the Apprenticeship Act, Act 37 of 1944;
 “Association” means the South African Association of Muni- cipal Employees (non-Political);
 “calendar year” means a period extending from 1 January to 31 December of the same year, both days included;
 “council” means a city or town council, village council or health committee and includes the management committee of a council or any employee employed by a council, acting by virtue of powers vested in a council in connection with this Agreement and delegated to him in terms of section 58 of the Local Government (Administration and Elections) Ordinance, 1960;
 “cycle” means a period of three years reckoned from the date of coming into operation of this Agreement in respect of a specific council or from the date of assumption of duty by an employee, whichever is the later date, and every succeeding period of three years;
 “day of rest” means a day on which an employee normally does not work;
 “employee” means a person in full-time or part-time employ of a council receiving or being entitled to receive pay, including an apprentice but excluding a subsidised labourer and a person appointed under a specific contract;
 “head of a department” means any employee who is responsible to the town clerk for the administration of a department or who is acting in that capacity;
 “incremental month” means the month in which the salary of an employee may be increased;
 “incremental period” means a period of 12 months or some other shorter approved period which shall expire in respect of any employee before his salary may be increased in accordance with the scale applicable to him;
 “Industrial Council” means the Industrial Council for the Local Government Undertaking in the Province of the Transvaal as established in terms of the Industrial Conciliation Act, 1956;
 “learner” means an employee who is in the process of quali- fying himself for a post in the council’s service, or for a pro- fession, and who is receiving a salary not higher than that of the highest remunerated apprentice;
 “Local Government Undertaking” means the undertaking in which employers and their employees are associated for the establishment, continuation and conclusion of any action, scheme or activity undertaken by a council;
 “management committee” means a management committee established in terms of section 51 of the Local Government (Administration and Elections) Ordinance, 1960;
 “messenger” means a person who runs errands or delivers letters or mail or a person in a similar position who receives a salary not higher than that of the highest remunerated appren- tice or learner in the service of a council;
 “month” means any month reckoned from the first day of that month;
 “Ordinance” means the Local Government Ordinance, 1939;
 “pay” means the salary or wage payable to an employee during his service, including allowances not incorporated in such salary or wage;
 “permanent employee” means an employee appointed in a permanent capacity, either full-time or part-time, to a post on the permanent establishment of the council, and includes an employee appointed to such post for a probationary period;
 “permanent establishment” means the posts created for the normal and regular requirements of a council;
 “public holiday” means a public holiday as provided for in the Public Holidays Act, 1952;
 “remuneration” means the same as “payment”;
 “salary” means an employee’s normal monetary reward for his work, whether in accordance with the applicable notch on his salary scale or a fixed amount of money, and does not include any allowance;
 “salary increment” means the authorised amount by which a salary may be increased on the appropriate scale;
 “service” means any continuous full-time service in any capacity with the council;
 “temporary employee” means an employee who is not a permanent employee;
 “town clerk” includes the secretary of a health committee;
 “trade union” means any union registered as a trade union under the Industrial Conciliation Act, 1956;

"werknemer" 'n permanente of tydelike werknemer wat betaling ontvang of daarop geregtig is, insluitende 'n vakleerling maar uitgesonderd 'n gesubsidieerde arbeider en 'n persoon wat kragtens 'n bepaalde kontrak aangestel is;

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

KLOUSULE 4.—AANSTELLING, BEVORDERING EN OORPLASING

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

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

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

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

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

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

(i) wanneer dit kragtens klousule 4 (2) (b) (i) gedoen word, na 'n pos met dieselfde salarisskaal as dié wat die werknemer beklee;

(ii) wanneer dit kragtens klousule 4 (2) (b) (ii) gedoen word, na enige ander pos, ongeag die salarisskaal daarvan.

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

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

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

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

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

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

(ac) 'n onderneming, indien hy nie in staat is om bewys te lewer nie van immunisering of inenting teen of dat hy nie vatbaar is nie vir sodanige siektes as wat die raad in sy diskresie van tyd tot tyd mag bepaal, dat hy hom binne sodanige tyd en teen sodanige siektes as wat die raad mag bepaal, sal laat immuniseer of inent, en binne sodanige verdere tyd as wat die raad mag bepaal, bewys sal lewer van geslaagde immunisering of inenting teen of onvatbaarheid vir die siektes wat die raad vereis het.

Die raad onderneem om die redelike mediese koste verbonde aan die immunisering of inenting of verkryging van 'n sertifikaat van onvatbaarheid teen sodanige siektes te betaal waar die raad se gesondheidsafdeling nie hierdie dienste verskaf nie;

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

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

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

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

(4) *Aanstelling op proef.*—(a) Uitgesonderd in die geval van 'n stadsklerk, moet 'n permanente werknemer vir hoogstens ses maande op proef aangestel word as die raad aldus bepaal.

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

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

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

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

(d) Indien 'n werknemer op proef na 'n hoër pos in die raad se diens bevorder is en die raad nie sy aanstelling bekragtig nie, moet die saak na die Nywerheidsraad verwys word.

"wage" means the same as "salary";

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

CLAUSE 4.—APPOINTMENT, PROMOTION AND TRANSFER

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

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

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

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

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

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

(i) when made in terms of clause 4 (2) (b) (i), to a post carrying the same salary scale as that which the employee occupies;

(ii) when made in terms of clause 4 (2) (b) (ii), to any other post, irrespective of the salary scale attaching thereto.

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

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

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

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

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

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

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

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

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

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

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

(4) *Appointment on probation.*—(a) Except in the case of a town clerk, permanent employees shall be appointed on probation for a period not exceeding six months if the council so determines.

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

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

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

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

(d) If an employee has been promoted on probation to a higher post in the council's service and his appointment is not confirmed by the council, the matter shall be referred to the Industrial Council.

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

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

(b) Die raad moet die bevordering van 'n werknemer na 'n vakante pos oorweeg as hy skriftelik daarom aansoek doen nadat die pos op die kennisgewingbord en, indien die raad aldus bepaal, in die pers geadverteer is.

(c) 'n Vakante pos moet gevul word tensy die raad anders besluit.

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

KLOUSULE 5.—BESOLDIGING EN SALARIS-VERHOEGINGS

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

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

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

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

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

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

(4) *Salarisverhogings.*—Behoudens die bepalings van klousules 5 (1) (c) en 9 (20) moet die salaris van 'n werknemer met ingang van die eerste dag van sy verhogingsmaand en na voltooiing van elke verhogingstydperk ooreenkomstig die graderingskema verhoog word met een salarisverhoging binne die perke van die skaal wat op hom van toepassing is: Met dien verstande dat 'n raad 'n werknemer se salarisverhoging kan terughou as die raad sy diens as onbevredigend beskou en in so 'n geval moet die raad die werknemer skriftelik in kennis stel van sy besluit en die redes daarvoor: Voorts met dien verstande dat indien die raad daarvan oortuig is dat so 'n werknemer se dienste bevredigend was gedurende die tydperk waarin sy salarisverhoging teruggehou is, die raad so 'n werknemer vanaf 'n datum deur die raad bepaal, moet betaal teen die kerk van die skaal wat op hom van toepassing sou gewees het indien die salarisverhoging nie teruggehou was nie, en so 'n werknemer behou sy vorige verhogingsdatum.

KLOUSULE 6.—TUGMAATREËLS

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

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

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

(c) 'n wettige opdrag wat aan hom gegee word deur 'n persoon wat die bevoegdheid het om dit te gee, nie gehoorsaam nie, dit verontagsaam of opsetlik versuim om dit uit te voer, of hom deur woord of gedrag aan insubordinasie skuldig maak; of

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

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

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

(b) The council shall consider the promotion of an employee to a vacant post if he applies for it in writing after the post has been advertised on the municipal notice board and, if the council so decides, in the press.

(c) A vacant post shall be filled unless the council resolves otherwise.

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

CLAUSE 5.—REMUNERATION AND SALARY INCREMENTS

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

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

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

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

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

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

(4) *Salary increments.*—Subject to the provisions of clauses 5 (1) (c) and 9 (20), the salary of an employee shall, with effect from the first day of his incremental month and on completion of every incremental period, be increased in accordance with the grading scheme by one salary increment within the limits of the scale applicable to him: Provided that a council may withhold an employee's salary increment if the council regards his service as unsatisfactory, and in such event the Council shall notify the employee in writing of its decision and the reasons therefor: Provided further that if the council is satisfied that such employee's services were satisfactory during the period when his salary increment was withheld, the council shall pay such employee, from a date fixed by the council, at the notch of the scale which would have been applicable to him had the salary increment not been withheld, and such employee shall retain his former incremental date.

CLAUSE 6.—DISCIPLINARY MEASURES

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

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

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

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

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

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

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

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

(h) korrupsie pleeg of omkoopgeld ontvang; of

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

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

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

(l) willens en wetens 'n onjuiste of valse verklaring doen om homself in sy amp te bevoordeel of om die raad se diens of iemand in die raad se diens te benadeel of daaraan afbreuk te doen.

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

(b) Binne sewe dae nadat die aanklaer ingevolge klousule 6 (2) (a) gelas is, moet hy 'n klagstaat opstel waarin die aanklag uiteengesit word en dit onverwyld aan die aangeklaagde laat beteken.

(c) Die aangeklaagde kan binne 14 dae vanaf die betekening van die aanklag skriftelike daarop antwoord en as hy skuld erken, moet die aanklag as bewese beskou word.

(d) Die raad kan te eniger tyd voor of nadat die werknemer kragtens klousule 6 (2) (a) aangekla is, so 'n werknemer skors, indien die raad van oordeel is dat die raad se belange waarskynlik geskaad kan word indien hy in daardie stadium met sy werk voortgaan.

(e) 'n Werknemer wat ingevolge klousule 6 (2) (d) geskors word, moet sy normale salaris of loon ontvang solank hy geskors is, tensy die raad anders bepaal, en indien so 'n werknemer geen salaris of loon ontvang nie, kan hy ander werk teen besoldiging aanvaar.

(f) As 'n werknemer wat geskors is nie binne 14 dae ingevolge hierdie klousule aangekla word nie, of as 'n aanklag teen 'n werknemer teruggetrek word, of nie bewys word nie, moet hy toegelaat word om weer diens te aanvaar, moet sy volle besoldiging vir die tydperk van sy skorsing aan hom betaal word as hy dit nie gedurende daardie tydperk ontvang het nie en moet hy enige besoldiging wat hy ingevolge klousule 6 (2) (e) ontvang het, behou.

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

(h) (i) Indien—

(aa) die werknemer die aanklag erken; of

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

en die hoof van die departement van oordeel is dat die aanklag nie van 'n ernstige aard is nie, kan hy die werknemer berispe of met 'n bedrag van hoogstens R10 beboet, welke boete verhaal kan word deur aftrekking van sy besoldiging.

(ii) 'n Berisping of boete wat ingevolge klousule 6 (2) (h) (i) opgelê is, moet skriftelik deur of namens die hoof van die departement aan die betrokke werknemer oorgedra en op sy persoonlike lêer aangeteken word.

(iii) 'n Werknemer teen wie daar ingevolge klousule 6 (2) (h) (i) (aa) of (ab) opgetree is, kan binne sewe dae nadat hy van sodanige optrede verwittig is teen die hoof van die departement se bevinding appèl aantekene deur aan die stadsclerk skriftelike kennis met dié strekking te gee, en 'n afskrif van sodanige kennisgewing moet onverwyld deur die stadsclerk aan die hoof van die departement en die Vereniging gerig word.

(iv) As die aangeklaagde nie skuld erken nie, of as die aangeklaagde ingevolge klousule 6 (2) (h) (iii) appèl aantekene, moet die bestuurskomitee of 'n komitee vir dié doel deur die raad aangewys (hierna die "komitee" genoem) die aanklag ondersoek en daar moet binne 21 dae vanaf die datum van betekening van

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

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

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

(h) commits corruption or accepts a bribe; or

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

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

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

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

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

(b) Within seven days of the order to the prosecutor in terms of clause 6 (2) (a) he shall draw up a charge sheet setting out the charge and shall cause it to be served on the accused forthwith.

(c) The accused may reply to the charge in writing within 14 days of the serving thereof and if he admits guilt, the charge shall be regarded as proved.

(d) The council may at any time before or after the employee has been charged under clause 6 (2) (a) suspend such employee should the council be of the opinion that it would be detrimental to the interests of the council, if he should continue with his duties at such stage.

(e) An employee suspended in terms of clause 6 (2) (d) shall, while he is suspended, receive his normal salary or wage, unless the council determines otherwise, and should such employee receive no salary or wage, he may accept other work for remuneration.

(f) If a suspended employee is not charged within 14 days under this clause, or if a charge against an employee is withdrawn or not proved, he shall be allowed to resume duty, his full pay for the period of his suspension shall be paid to him in the event of his not having received it during that period and he shall retain any pay received by him in terms of clause 6 (2) (e).

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

(h) (i) If—

(aa) the employee admits the charge; or

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

and if the head of the department considers the charge not to be of a serious nature, he may reprimand the employee or fine the employee an amount not exceeding R10, which fine may be recovered by deduction from the employee's remuneration.

(ii) A reprimand or fine imposed upon an employee in terms of clause 6 (2) (h) (i) shall be conveyed to the employee concerned, in writing, by or on behalf of the head of department and be recorded in his personal file.

(iii) An employee against whom action has been taken in terms of clause 6 (2) (h) (i) (aa) or (ab) may, within seven days after having been notified of such action, appeal against the finding of the head of the department by notifying the town clerk, in writing, to this effect, and the town clerk shall, without delay, supply the head of the department and the Association each with a copy of such notice.

(iv) Should the person charged plead not guilty, or should he appeal in terms of clause 6 (2) (h) (iii), the management committee or a committee appointed by the council for this purpose (hereinafter referred to as the "committee"), shall investigate the charge and such investigation shall commence within 21 days

die aanklag met so 'n ondersoek begin word. Sowel die Vereniging as die Transvaalse Munisipale Werkgewersvereniging mag verteenwoordigers aanwys om sodanige ondersoek as waarnemers by te woon.

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

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

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

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

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

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

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

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

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

(i) die aangeklaagde waarsku of berispe; of

(ii) by die raad aanbeveel dat—

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

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

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

(r) Na oorweging van 'n aanbeveling ingevolge klousule 6 (2) (q) kan die raad—

(i) sodanige aanbeveling aanvaar; of

(ii) enige daarin vermelde straf oplê.

(s) As 'n werknemer wat ingevolge klousule 6 (2) (d) geskors is, nie ontslaan of aangesê word om te bedank nie, moet hy toegelaat word om onverwyld diens te hervat en in so 'n geval moet hy vir die tydperk van sy skorsing ten volle betaal word as hy nie gedurende daardie tydperk besoldiging ontvang het nie.

(t) (i) Ondanks andersluidende bepalings hierin vervat, kan 'n hoof van 'n departement waar 'n werknemer aangekla word van wangedrag wat na die mening van die raad van 'n minder ernstige aard is, so 'n aanklag ondersoek of laat ondersoek deur 'n persoon deur die stadsklerk benoem, en as die aangeklaagde skuldig bevind word, kan die betrokke hoof van die departement die aangeklaagde waarsku of berispe, en moet die bevinding onverwyld aan die raad bekendgemaak word.

(ii) 'n werknemer in klousule 6 (2) (t) (i) bedoel, kan by 'n komitee in klousule 6 (2) (h) vermeld, appél aanteken teen die beslissing van die persoon wat die ondersoek ingestel het.

(3) *Wyse waarop kennis gegee of verstrek moet word.*—Wanneer 'n kennisgewing, verklaring of ander dokument ingevolge klousule 6 (2) aan 'n persoon gegee, verstrek of beteken moet word of enige saak skriftelik aan so persoon meegedeel moet word, moet so 'n kennisgewing, verklaring, dokument of geskrif per geregistreerde pos aan hom gestuur of aan hom afgelewer of by sy laaste bekende woonplek gelaat word.

KLOUSULE 7.—DIENSBEEÏNDIGING

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

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

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

of the date on which the charge was served. Both the Association and the Transvaal Municipal Employers' Association shall be entitled to appoint representatives to attend such investigation as observers.

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

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

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

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

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

(n) If the misconduct with which the employee is charged, is an offence of which he has been found guilty by a court of law, a certified copy of the record of his hearing and conviction by that court, after the said employee has been identified as the person referred to in such record, shall be sufficient proof that he is guilty of an offence.

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

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

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

(i) caution or reprimand the person charged; or

(ii) recommend to the council that—

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

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

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

(r) After consideration of the recommendation in terms of clause 6 (2) (q), the council may—

(i) adopt such recommendation; or

(ii) impose any penalty referred to therein.

(s) If an employee suspended in terms of clause 6 (2) (d) is not dismissed or called upon to resign, he shall be permitted to resume duty forthwith and, in such event, he shall be paid in full for the period of his suspension in the event of his not having received payment during that period.

(t) (i) Notwithstanding anything to the contrary herein contained, a head of a department may, when an employee is charged with misconduct which, in the opinion of the council, is of a less serious nature, investigate such charge or cause it to be investigated by a person nominated by the town clerk, and if the person charged is found guilty, the head of the department concerned may caution or reprimand the person charged, and the finding shall be reported to the council without delay.

(ii) An employee referred to in clause 6 (2) (t) (i) may lodge an appeal to the committee referred to in clause 6 (2) (h) against the decision of the person who made the investigation.

(3) *Manner in which notice is given or furnished.*—When a notice, statement or other document is required to be given to or served upon any person under clause 6 (2) or any matter is to be communicated to any such person in writing, such notice, statement, document or communication shall be forwarded to him by registered post or delivered to him or left at his last known place of residence.

CLAUSE 7.—TERMINATION OF SERVICE

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

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

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

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

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

(c) 'n Werknemer wat sonder toestemming of 'n goeie rede deur die raad aanvaar vir 'n tydperk van meer as vyf agtereenvolgende werkdade van sy pos afwesig is, moet geag word ontslaan te wees weens wangedrag met ingang van die datum wat onmiddellik op sy laaste werkdag volg.

(d) Behoudens enige wetsbepaling en klousule 7 (1) (b) (ii) en uitgesonderd in die geval van skuldige bevinding aan wangedrag, moet die diens van 'n permanente werknemer beëindig word wanneer minstens een maand skriftelike kennis van beëindiging van diens deur hom of die raad gegee en ontvang is, na gelang van die geval: Met dien verstande dat die raad skriftelike kennis van minder as een maand deur die werknemer kan aanvaar.

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

KLOUSULE 8.—ALGEMEEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Subject to the provisions of any law and subject to the provisions of clause 7 (1) (b) (ii) and except in the case of conviction of misconduct, the services of a permanent employee shall be terminated by his giving to or being given by the council, as the case may be, not less than one month's notice in writing of termination of service: Provided that the council may accept written notice of less than one month by the employee.

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

CLAUSE 8.—GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) *Raad moet met vakvereniging oorleg pleeg.*—Die raad moet met 'n vakvereniging oorleg pleeg in verband met enige saak van beginsel of van algemene belang wat die werknemers wat lede van só 'n vakvereniging is, raak.

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

KLOUSULE 9.—AFWESIGHEIDSVARLOF

(1) *Verlofregister.*—Alle afwesigheidsverlof verskuldig, toegestaan en geneem, moet aangeteken word in 'n verlofregister wat onder die beheer is van 'n persoon deur die raad aangewys, en 'n werknemer se verlofrekord moet op alle redelike tyd gedurende kantoortoe vir hom ter insae beskikbaar wees.

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

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

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

(iii) Aansoek om afwesigheidsverlof moet deur 'n werknemer by die hoof van sy departement gedoen word, deur 'n hoof van 'n departement by die stadsclerk, en deur die stadsclerk by die bestuurskomitee.

(iv) Behoudens enige wetsbepaling, kan afwesigheidsverlof, uitgesonderd siekteverlof, wat aan 'n werknemer toegestaan is, te eniger tyd deur die raad ingetrek, uitgestel of onderbreek word as dit in belang van die raad nodig geag word, en so 'n werknemer moet deur die raad vergoed word vir onverhaalbare uitgawes of verpligtings deur hom aangegaan voordat hy van die intrekking, uitstel of onderbreking in kennis gestel is.

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

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

(vii) Indien die raad 'n werknemer se aansoek om afwesigheidsverlof weier of dit intrek, uitstel of onderbreek, moet die redes daarvoor in die verlofregister aangeteken word en moet hy met die verlof wat geweier, ingetrek, uitgestel of onderbreek is, gekrediteer word bo en behalwe die maksimum vasgestel in klousule 9 (11) (c) en toegelaat word om dit binne 12 maande na so 'n weiering, intrekking, uitstel of onderbreking te neem.

(b) Behalwe waar 'n werknemer weens sy skielike siekte of weens ander omstandighede wat vir die raad aanneemlik is, verhinder word om op diens te bly of hom vir diens aan te meld, mag hy nie sonder vooraf verkreeë verlof van diens afgaan of daarvan wegbly nie.

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

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

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

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

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

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

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

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

(10) *Council to consult trade union.*—The council shall consult a trade union in connection with any matter of principle or of common interest affecting employees who are members of such trade union.

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

CLAUSE 9.—LEAVE OF ABSENCE

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

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

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

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

(iii) Application for leave of absence shall be made by an employee to the head of his department by a head of a department to the town clerk, and by the town clerk to the management committee.

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

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

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

(vii) Should the council refuse an employee's application for leave of absence or cancel, postpone or interrupt such leave, the reasons for such action, shall be noted in the leave register and the employee shall be credited with such leave over and above the maximum determined in terms of clause 9 (11) (c), and permitted to take it within 12 months after such refusal, cancellation, postponement or interruption.

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

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

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

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

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

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

(7) *Groepering van werknemers vir verlofdoeleindes.*—(a) Behoudens klousule 9 (21), word werknemers vir verlofdoeleindes in die volgende groepe ingedeel en verlof was aan soos teenoor elke groep aangedui: Met dien verstande dat verlof verskuldiging aan 'n werknemer in die Raad se diens by die inwerkingtrekking van hierdie Ooreenkoms nie verminder mag word solank hy in dieselfde pos in diens van die raad is nie.

(i) *Vakansieverlof:*

Indeling	Groep	Jaarlikse aanwas
Klerk van die Raad, Stadsingenieur, Elektrotegniese Stadsingenieur, Stadstoesourier, Bestuurder of Direkteur van Stadsvervoer, Hoof-Mediese Gesondheidsbeampte, of 'n werknemer in diens van 'n raad as hoof van 'n departement wat nie onder beheer is van enige van bogemelde werknemers nie en wat in ontvangs is van 'n salaris gelyk aan of hoër as die salaris van die laagsbesoldigde van genoemde werknemers	A	35 werkdade met volle besoldiging.
Werknemers wat nie onder groepe A en C ressorteer nie	B	30 werkdade met volle besoldiging.
Leerlinge, vakleerlinge, bodes en werknemers wat nie 'n hoër salaris ontvang as die hoogs-besoldigde van genoemde werknemers nie	C	18 werkdade met volle besoldiging.

(ii) *Siekteverlof:*

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

(b) Aan 'n persoon wat onder kontrak dien, moet, tensy sy dienskontrak anders bepaal, afwesigheidsverlof kragtens hierdie Ooreenkoms toegestaan word en sy groepering vir verlofdoeleindes moet net so bepaal word soos dié van 'n vergelykbare permanente werknemer.

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

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

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

(10) *Vakansieverlof kragtens bepalinge wat herroep is.*—(a) Op die datum waarop hierdie Ooreenkoms ten opsigte van 'n bepaalde raad in werking tree, moet elke werknemer van so 'n raad gekrediteer word met die aantal dae (vyf werkdade vir elke sewe dae of vyf werkdade vir elke ses werkdade, na gelang van die geval) vakansieverlof wat ingevolge enige verlobbepalinge wat tot op so 'n datum op hom van toepassing was, aan hom toekom.

(b) 'n Werknemer moet ten opsigte van 'n diensjaar wat op die datum bedoel in klousule 9 (10) (a) onvoltooid is, gekrediteer word met die aantal werkdade vakansieverlof bereken volgens die

formule $\frac{A \times B}{C}$ waar A die aantal werkdade in die onvoltooid diensjaar verteenwoordig, B die aantal werkdade vakansieverlof wat daardie jaar aan die werknemer sou toegekom het as hy die diensjaar voltooi het, en C die aantal werkdade per jaar van toepassing op die werknemer.

(11) *Algemene bepalinge: Vakansieverlof.*—(a) Vakansieverlof was aan ten opsigte van elke voltooid maand diens teen een twaalfde van die aantal werkdade wat kragtens klousule 9 (7) (a) aan 'n werknemer toekom.

(b) (i) Werknemers in groepe A, B en C moet ten opsigte van elke voltooid diensjaar en voor die einde van die diensjaar wat daarop volg onderskeidelik minstens 18, 15 en 10 agtereenvolgende werkdade vakansieverlof met volle besoldiging neem.

(ii) Die oorblywende verlof van groepe A, B en C, naamlik onderskeidelik 17, 15 en 8 werkdade, kan ooploop.

(iii) Behoudens klousule 9 (3) (a) (vii), moet verlof wat nie ingevolge klousule 9 (11) (b) (i) deur 'n werknemer geneem word nie van sy verlofkrediet afgetrek word.

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

(ii) Gedurende 'n werknemer se eerste diensjaar kan hoogstens een derde van die aantal werkdade vakansieverlof in klousule 9 (7) (a) (i) bedoel aan hom toegestaan word as dit ingevolge klousule 9 (7) (a) reeds aangewas het.

(7) *Grouping of employees for leave purposes.*—(a) Subject to the provisions of clause 9 (21), employees shall be grouped as follows for leave purposes and leave shall accrue as indicated opposite each group: Provided that the leave due to any employee in the service of the council on the date of the coming into operation of this Agreement shall not be reduced as long as he occupies the same post in the council's service.

(i) *Vacation leave:*

Classification	Group	Annual accrual
Clerk of the Council, City Engineer, City Electrical Engineer, City Treasurer, Manager or Director of City Transport, Chief Medical Health Officer, or an employee in a council's service as head of a department not under the control of any of the above-mentioned employees who is in receipt of a salary equal to or higher than that of the lowest paid of the above-mentioned employees	A	35 working days on full pay.
Employees who do not fall under groups A and C	B	30 working days on full pay.
Trainees, apprentices, messengers and other employees in receipt of a salary which is not higher than that of the highest paid of the above-mentioned employees	C	18 working days on full pay.

(ii) *Sick leave:*

Classification	Number of days in each cycle
All employees.....	(aa) 90 working days on full pay. (ab) 90 working days on half pay.

(b) Leave of absence shall be granted in terms of this Agreement to a person serving under contract, unless his service contract provides otherwise, and his grouping for leave purposes shall be determined in the same manner as that of a comparable permanent employee.

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

(8) *Termination of permanent service and re-employment.*—If a permanent employee whose service is terminated for any reason whatsoever, is re-employed, such re-employment shall for leave purposes be regarded as a new appointment.

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

(10) *Vacation leave in terms of provisions which have been revoked.*—(a) On the date on which this Agreement comes into operation in respect of a specific council, every employee of such council shall be credited with the number of days' (five working days for every seven days or five working days for every six working days, as the case may be) vacation leave due to him in terms of any leave provisions applicable to him up to such date.

(b) In respect of a year of service which is not completed on the date referred to in clause 9 (10) (a), an employee shall be credited with the number of working days' vacation leave calculated according to the formula $\frac{A \times B}{C}$, where A represents

the number of working days in the uncompleted year of service, B the number of working days' vacation leave which would have been due to the employee had he completed the year and C the number of working days per annum applicable to the employee.

(11) *General provisions: Vacation leave.*—(a) Vacation leave shall accrue in respect of each completed month of service at the rate of one-twelfth of the number of working days due to an employee in terms of clause 9 (7) (a).

(b) (i) Employees in groups A, B and C shall, in respect of each completed year of service and before the end of the next ensuing year of service, take respectively at least 18, 15 and 10 consecutive working days' vacation leave on full pay.

(ii) The remaining leave of groups A, B and C, namely 17, 15 and 8 working days respectively, may be accumulated.

(iii) Subject to the provisions of clause 9 (3) (a) (vii), leave not taken by an employee in terms of clause 9 (11) (b) (i) shall be deducted from his leave credit.

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

(ii) During an employee's first year of service not more than one-third of the number of working days' vacation leave referred to in clause 9 (7) (a) (i) may be granted to him if it has already accrued to him in terms of clause 9 (7) (a).

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

(13) *Algemene bepaling: Siekteverlof.*—(a) Siekteverlof val aan 'n werknemer toe op die eerste dag van 'n siklus, en met ingang van daardie dag kan die volle voorsiening vir so 'n siklus aan hom toegestaan word. Met dien verstande dat siekteverlof met volle of halwe besoldiging aan geen werknemer toegestaan word ten opsigte van afwesigheid gedurende sy eerste 20 werkdade diens nie.

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

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

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

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

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

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

(d) (i) Op skriftelike aansoek van 'n werknemer kan vakansieverlof wat hy in sy krediet het aan hom toegestaan word in plaas van siekteverlof met halwe besoldiging of sonder besoldiging mits die raad daarvan oortuig is dat die werknemer op daardie tydstop nie permanent ongeskik is om sy normale pligte te hervat nie.

(ii) As vakansieverlof soos in klousule 9 (13) (d) (i) bedoel aan 'n werknemer toegestaan is en hy ten opsigte daarvan betaling ontvang het, kan dit nie daarna in siekteverlof omgesit word nie.

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

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

(14) *Siekteverlof sonder besoldiging.*—Aan 'n werknemer aan wie die maksimum siekteverlof ingevolge klousule 9 (7) (a) (ii) en 9 (13) toegestaan is, kan siekteverlof sonder besoldiging vir hoogstens 260 werkdade in enige siklus toegestaan word as die raad daarvan oortuig is dat so 'n werknemer nie permanent ongeskik is om sy pligte te hervat nie.

(15) *Toestaan van siekteverlof.*—(a) Siekteverlof moet slegs toegestaan word in verband met 'n werknemer se afwesigheid van diens weens siekte, ongesteldheid of besering wat nie te wyte is aan sy wangedrag of gebrek aan behoorlike voorsorg nie.

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

(i) hom ongeskik maak vir sy werk; en

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

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

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

(ii) Die raad kan eis dat 'n sertifikaat in klousule 9 (15) (d) (i) bedoel ten opsigte van 'n tydperk van drie werkdade of minder ingedien word.

(12) *Vacation leave without pay.*—If valid reasons exist therefor, the council may grant an employee who has no paid vacation leave due to him, unpaid vacation leave for not more than 130 working days in any period of 18 months: Provided that the council may, in exceptional cases, cancel the restrictions herein contained.

(13) *General provisions: Sick leave.*—(a) Sick leave shall accrue to an employee on the first day of a cycle, and with effect from that day the full provision for such cycle may be granted to him: Provided that sick leave on full or half pay shall be granted to no employee in respect of absence during his first 20 working days' service.

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

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

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

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

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

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

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

(ii) If vacation leave as contemplated in clause 9 (13) (d) (i) has been granted to an employee and he has received payment in respect thereof, it may not subsequently be converted into sick leave.

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

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

(14) *Sick leave without pay.*—To an employee to whom the maximum period of sick leave has been granted in terms of clause 9 (7) (a) (ii) and 9 (13), sick leave without pay may be granted for not more than 260 working days in any cycle if the council is satisfied that such an employee is not permanently incapacitated to resume his duties.

(15) *Granting of sick leave.*—(a) Sick leave shall be granted only in connection with an employee's absence from duty owing to illness, indisposition or injury which is not the result of his misconduct or lack of proper precautions.

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

(i) renders him unfit for his work; and

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

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

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

(ii) The council may require a certificate referred to in clause 9 (15) (d) (i) to be submitted in respect of a period of three working days or less.

(e) Siekteverlof met volle besoldiging ten opsigte waarvan 'n sertifikaat in klousule 9 (15) (d) (i) bedoel nie ingedien is nie, kan toegestaan word vir hoogstens 12 werkdag gedurende enige kalenderjaar en ten opsigte van enige verdere sodanige afwesigheid moet vakansieverlof met of sonder besoldiging toegestaan word.

(f) Ondanks die indiening van 'n sertifikaat soos in klousule 9 (15) (d) (i) bedoel, kan die raad na 'n ondersoek ingevolge klousule 9 (15) (c) weier om siekteverlof met besoldiging toe te staan ten opsigte van enige afwesigheid van diens waarop die sertifikaat betrekking het, en in so 'n geval moet die afwesigheid geag word spesiale verlof sonder besoldiging te wees.

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

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

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

(b) die werknemer hom na verloop van die tydperk in klousule 9 (16) (a) gemeld daagliks vir buitepasiëntbehandeling by die inrigting of die geregistreerde geneesheer, na gelang van die geval, vir 'n verdere tydperk van minstens twee weke aanmeld;

(c) die werknemer na verloop van die tydperk in klousule 9 (16) (b) bedoel lesings bywoon by die inrigting of by die geregistreerde geneesheer ooreenkomstig die voorskrifte van die inrigting of geregistreerde geneesheer, vir 'n verdere tydperk van een maand tot tevredenheid van die inrigting of die geregistreerde geneesheer, na gelang van die geval;

(d) die werknemer na die tydperke hierbo gemeld aan die stadsklerk skriftelike bewys lewer van die hoof van die inrigting of die geregistreerde geneesheer, na gelang van die geval, dat hy aan al die vereistes hierbo uiteengesit, voldoen het; en

(e) siekteverlof soos hierbo vermeld, by nie meer as een geleentheid aan 'n werknemer toegestaan word sonder die uitdruklike toestemming van die raad nie.

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

(b) As 'n werknemer aan wie spesiale siekteverlof kragtens klousule 9 (17) (a) toegestaan is, as gevolg daarvan nie in staat is om vakansieverlof ingevolge klousule 9 (11) (b) (i) te neem nie, moet hy met die vakansieverlof wat andersins van sy verlofkrediet afgetrek sou word, gekrediteer word bo en behalwe die maksimum vasgestel in klousule 9 (11) (c) en toegelaat word om dit binne 12 maande na hervatting van diens te neem.

(c) Spesiale siekteverlof kragtens klousule 9 (17) (a) moet nie toegestaan word nie as die raad van oordeel is dat die besering of siekte aan growwe en opsetlike wangedrag van die werknemer toe te skryf is.

(d) Klousule 9 (15) (c), (d) en (f) is *mutatis mutandis* van toepassing op die toestaan van spesiale siekteverlof.

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

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

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

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

(iv) as lid van die Burgermag kragtens die Verdedigingswet, 1957, of enige regulasie daarkragtens uitgevaardig, verpligte basiese militêre opleiding moet ondergaan;

(v) na voltooiing van verpligte basiese militêre opleiding verlengde verpligte militêre opleiding ingevolge die Verdedigingswet, 1957, moet ondergaan;

(vi) vrywillig verlengde militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan mits die raad se goedkeuring vooraf verkry word om by 'n militêre eenheid aan te sluit;

(vii) militêre diens ingevolg die Verdedigingswet, 1957, moet verrig;

(e) Sick leave on full pay in respect of which a certificate referred to in clause 9 (15) (d) (i) has not been submitted, may be granted for a maximum of 12 working days during any calendar year, and in respect of any further such absence vacation leave with or without pay shall be granted.

(f) Notwithstanding the submission of a certificate as contemplated in clause 9 (15) (d) (i), the council may, after an examination in terms of clause 9 (15) (c), refuse to grant paid sick leave in respect of any absence from duty to which the certificate relates, and in such an event the absence shall be regarded as special leave without pay.

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

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

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

(b) after the expiry of the period stated in clause 9 (16) (a), the employee shall report daily for out-patient treatment at the institution or by the registered medical practitioner, as the case may be, for a further period of at least two weeks;

(c) after the expiry of the period stated in clause 9 (16) (b), the employee shall attend lectures at the institution or by the registered medical practitioner in accordance with the directions of the institution or the registered medical practitioner for a further period of one month and to the satisfaction of the institution or the registered medical practitioner, as the case may be;

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

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

(17) *Special sick leave.*—(a) To an employee who is absent from duty owing to an injury arising out of his duties and occurring in the course thereof or owing to an illness contracted in the course of and as a result of his duties, special sick leave on full pay shall be granted for the period during which he is unfit to perform his usual duties, and, if the case falls within the ambit of the Workman's Compensation Act, 1941, the amount payable to him in terms of that Act by means of periodical payments of his monthly earnings, shall be paid over to the council.

(b) If an employee to whom special sick leave has been granted in terms of clause 9 (17) (a), is unable as a result thereof to take vacation leave in terms of clause 9 (11) (b) (i), he shall be credited with the vacation leave which would otherwise have been deducted from his leave credit, over and above the maximum fixed in clause 9 (11) (c) and be allowed to take it within 12 months after resumption of duty.

(c) Special sick leave in terms of clause 9 (17) (a) shall not be granted if the council is of the opinion that the injury or illness is due to gross and wilful misconduct of the employee.

(d) The provisions of clause 9 (15) (c), (d) and (f) shall be applicable *mutatis mutandis* to the granting of special sick leave.

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

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

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

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

(iv) is required to undergo compulsory basic military training as a member of the Citizen Force in terms of the Defence Act, 1957, or any regulation promulgated in terms thereof;

(v) is required to undergo extended compulsory military training in terms of the Defence Act, 1957, after completing compulsory basic military training;

(vi) is undergoing voluntary extended military training in terms of the Defence Act, 1957, provided the council's approval for joining a military unit is obtained in advance;

(vii) performs military duty in terms of the Defence Act, 1957;

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

(ix) 'n vergadering of konferensie deur die raad goedgekeur, bywoon;

(x) sonder geldelike vergoeding oortyd diens verrig of op openbare feesdae werk;

(xi) in 'n hofgeding getuig omdat 'n getuiedagvaarding aan hom beteken is.

(b) Spesiale verlof met volle besoldiging kan aan 'n werknemer toegestaan word om hom voor te berei vir die aflê van 'n eksamen in klousule 9 (18) (a) (i) bedoel: Met dien verstande dat die aantal werkdae verlof wat vir studietoelae toegestaan word, nie meer is as die aantal dae waarop die werknemer werklik die eksamen aflê nie.

(c) Spesiale verlof wat ingevolge klousule 9 (18) (a) toegestaan word, moet die tyd insluit wat werklik en noodsaaklik vir doeleindes waarvoor die verlof toegestaan word, deur reise in beslag geneem word.

(d) As spesiale verlof ingevolge klousule 9 (18) (a) (iv), (v), (vi) (vii) of (viii) aan 'n werknemer toegestaan word, moet sy soldy nie aan die raad oor betaal word nie, tensy die raad anders bepaal.

(e) Alvorens spesiale verlof ingevolge klousule 9 (18) (a) (iv) aan 'n werknemer toegestaan word, moet 'n skriftelike onderneming in die vorm van Bylae B verstrekkend word. Indien so 'n onderneming nie verstrekkend word nie, moet spesiale verlof sonder betaling vir die tydperk van afwesigheid van diens vir die doel in klousule 9 (18) (a) (iv) gemeld, toegestaan word.

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

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

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

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

KLOUSULE 10.—UITBETALING VAN OPGELOPE VAKANSIEVERLOF

(1) *Wanneer uitbetaling geskied.*—(a) Wanneer 'n werknemer se diens eindig, moet die waarde van die vakansieverlof wat in sy krediet staan op die datum waarop sy diens eindig, behoudens klousule 10 (2) aan hom uitbetaal word.

(b) 'n Werknemer moet ten opsigte van 'n jaar wat onvoltooid is op die datum waarop so 'n werknemer se diens eindig, gekrediteer word met die aantal werkdae vakansieverlof bereken volgens die formule $\frac{A \times B}{C}$, waar A die aantal werkdae in die onvoltooidde jaar verteenwoordig, B sy jaarlikse aanwas ingevolge klousule 9 (7) (a) (i) en C die aantal werkdae per jaar van toepassing op die werknemer.

(2) *Maksimum verlofuitbetaling.*—Ondanks klousule 9 (11) (c) (i), moet verlofuitbetaling vir hoogstens 160 werkdae geskied: Met dien verstande dat daar vir alle verlof wat 'n werknemer by aftrede of afsterwe toekom, tot 'n maksimum van 250 werkdae uitbetaal word.

(3) *Berekening van verlofuitbetaling.*—Die verlofuitbetaling moet bereken word volgens die formule $\frac{A \times B}{C}$, waar A die jaarlikse salaris en pensioendraende toelaes op die laaste werkdag verteenwoordig, B die werknemer se vakansieverlofkrediet op daardie dag en C die aantal werkdae per jaar van toepassing op die werknemer.

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

KLOUSULE 11.—AMPTELIKE DIENSURE, BYWONINGS-REGISTERS, WERKWEKE EN BETALING VIR OORTYD-WERK

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

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

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

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

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

(xi) gives evidence in a court case after a summons has been served on him.

(b) Special leave on full pay may be granted to an employee in order to prepare him for an examination as contemplated in clause 9 (18) (a) (i): Provided that the number of working days' leave granted for study purposes, shall not exceed the number of days on which the employee is actually sitting for the examination.

(c) Special leave granted in terms of clause 9 (18) (a), shall include any time actually and necessarily taken up by travelling for the purposes for which the leave is granted.

(d) If special leave is granted to an employee in terms of clause 9 (18) (a) (iv), (v), (vi), (vii) or (viii), his military emoluments shall not be paid to the council unless the council determines otherwise.

(e) Before special leave is granted to an employee in terms of clause 9 (18) (a) (iv), a written undertaking shall be furnished in the form of Schedule B. If no such undertaking is furnished, unpaid special leave shall be granted for the period of absence from duty for the purpose stated in clause 9 (18) (a) (iv).

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

(20) *Leave counting for purposes of leave and salary increment.*—Absence on unpaid leave amounting in all to more than 20 working days in the year of service, shall not be regarded as service for purposes of leave and salary increment.

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

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

CLAUSE 10.—PAYING OUT OF ACCUMULATED VACATION LEAVE

(1) *When payment takes place.*—(a) On termination of an employee's services, the value of the vacation leave standing to his credit on the date of such termination shall, subject to the provisions of clause 10 (2), be paid out to him.

(b) An employee shall, in respect of a year which is uncompleted on the date on which an employee's services terminate, be credited with the number of working days' vacation leave

calculated in accordance with the formula $\frac{A \times B}{C}$, where A represents the number of working days in the uncompleted year, B the annual accrual in terms of clause 9 (7) (a) (i) and C the number of working days per annum applicable to the employee.

(2) *Maximum leave payment.*—Notwithstanding the provisions of clause 9 (11) (c) (i) payment for leave shall be made for a maximum of 160 working days: Provided that payment shall be made for a maximum of 250 working days in respect of all leave standing to the credit of an employee on retirement or death.

(3) *Calculation of leave payment.*—Payment for leave shall be calculated in accordance with the formula $\frac{A \times B}{C}$ where A represents the annual salary and pensionable allowances on the last working day, B the employee's vacation leave credit on that day and C the number of working days per annum applicable to the employee.

(4) *To whom leave payment shall be made.*—payment for leave shall be made to the employee, or in the case of his death, to his widow or if he leaves no widow, to his estate.

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

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

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

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

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

(b) 'n Eis om vergoeding vir werk verrig ingevolge klousule 11 (3) (a) moet ingedien word op 'n wyse deur die raad bepaal en is aan sy goedkeuring onderworpe.

(c) Behoudens enige wetsbepaling, moet vergoeding vir werk verrig ingevolge klousule 11 (3) (a) bereken word teen een en een derde maal 'n werknemer se normale salaris of loon as sodanige werk op enige dag behalwe Sondag, 'n rusdag vir 'n werknemer wat gereeld op Sondag werk of op 'n openbare feesdag verrig is en teen twee maal sodanige salaris of loon as sodanige werk op 'n Sondag of op so 'n rusdag of openbare feesdag verrig is.

KLOUSULE 12.—VOORBEHOUDSBEPALING

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

KLOUSULE 13.—ADMINISTRASIE VAN OOREENKOMS

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

Hierdie Ooreenkoms is namens die partye op hede die 5de dag van Augustus 1976 in Pretoria onderteken.

M. P. KOTZÉ, Voorsitter van die Nywerheidsraad.

R. BLOEMINK, Vise-voorsitter van die Nywerheidsraad.

H. J. VENTER, Sekretaris van die Nywerheidsraad.

BYLAE A

SERTIFIKAAT VAN ONGESTELDHEID

[Klousule 9 (15) (d) (i)]

Naam van geneesheer/tandarts.....
Kwalifikasies.....
Adres.....
Ek verklaar hierby dat.....
(Naam van aanvrager)

deur my behandel is vanaf.....19..... tot
.....19..... en dat hy/sy ly aan (vermeld sover
moontlik in nie-tegniese bewoordinge die aard van die ongesteldheid,
siekte of letsels met byvoeging van beknopte besonderhede oor die
verloop, kentekens, hewigheid en, vir sover bepaal kan word, oorsaak
daarvan).....

Verder sertifiseer ek dat hy/sy gevolglik nie in staat is om sy/haar
amptspilte waar te neem nie, en ek ag dit vir sy/haar herstel nodig
dat aan hom/haar verlof toegestaan word vanaf.....19.....
tot.....19..... ten einde.....

Datum.....
Geneesheer of tandarts

BYLAE B

[Klousule 9 (18) (e)]

ONDERNEMING

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

En aangesien ek deur die militêre owerhede aangesê is om my aan-
vanklike tydperk van diens vanaf.....19.....
tot.....19..... te verrig, vir welke doeleindes
ek verlof van gemelde plaaslike owerheid nodig het;
En aangesien die plaaslike owerheid bereid is om vir gemelde doel-
eindes en vir gemelde tydperk op die hieronder vermelde voorwaardes
verlof aan my toe te staan;

Derhalwe

1. Onderneem ek om—

(1) onmiddellik na voltooiing van my aanvanklike tydperk van
verpligte militêre diens na die diens van die plaaslike owerheid
terug te keer en die plaaslike owerheid te dien vir 'n ononder-
broke tydperk gelykstaande met die tydperk waarvoor spesiale
verlof aan my toegestaan was, naamlik.....werkdag;

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

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

(b) A claim for remuneration for work performed in terms of clause 11 (3) (a) shall be submitted in a manner determined by the council and shall be subject to its approval.

(c) Subject to the provisions of any law, remuneration for work performed in terms of clause 11 (3) (a) shall be calculated at one and one third times an employee's normal salary or wage if such work is performed on any day other than a Sunday, a day of rest for an employee who regularly works on Sundays or a public holiday and twice such salary or wage if such work is performed on a Sunday, such a day of rest or public holiday.

CLAUSE 12.—SAVINGS

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

CLAUSE 13.—ADMINISTRATION OF AGREEMENT

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

This Agreement signed at Pretoria on behalf of the parties this 5th day of August 1976.

M. P. KOTZÉ, Chairman of the Industrial Council.

R. BLOEMINK, Vice-Chairman of the Industrial Council.

H. J. VENTER, Secretary of the Industrial Council.

SCHEDULE A

CERTIFICATE OF INDISPOSITION

[Clause 9 (15) (d) (i)]

Name of medical practitioner/dentist.....
Qualifications.....
Address.....
I hereby certify that.....
(Name of applicant)

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

I further certify that he/she is consequently unable to perform
his/her official duties and I consider it essential for the recovery of
his/her health that he/she be granted leave from.....19.....
to.....19..... for the purpose of.....

Date.....
Medical practitioner or dentist

SCHEDULE B

[Clause 9 (18) (e)]

UNDERTAKING

Whereas I, the undersigned.....
an employee in the service of the City Council/Town Council/Village
Council/Health Committee of.....
(hereinafter referred to as the local authority), have been classified for
compulsory military service with the Citizen Force;
And whereas I have been instructed by the military authorities to
perform my initial period of service from.....19.....
to.....19..... for which purpose I require leave
from the said local authority;
And whereas the local authority is prepared to grant leave to me for
the said purpose and the said period on the conditions stated here-
inafter;

Therefore

1. I undertake—

(1) to return to the service of the local authority immediately on
completion of my initial period of compulsory military service
for a continuous period equal to the period for which special
leave was granted to me, namely.....working days;

- (2) indien ek op enige wyse in gebreke sou bly om hierdie onderneming na te kom en in die besonder (maar nie uitsluitend daartoe beperk nie), indien ek sou versuim of nalaat om klousule 1 (1) hierbo ten volle na te kom, ongeag of sodanige versuim die gevolg is van my ontslag deur die plaaslike owerheid op grond van wangedrag, maar behalwe as dit as gevolg van my oorlye of weens my permanente arbeidsongeskiktheid is, die volle betaling wat die plaaslike owerheid aan my betaal het vir en ten opsigte van die tydperk waarin spesiale verlof aan my toegestaan was, asook die vakansiebesparingsbonus, as daar was, wat die plaaslike owerheid aan my betaal het, op skriftelike aanvraag onmiddellik terug te betaal, tesame met rente daarop teen die koers van 6 persent per jaar bereken vanaf datum van kontrakbreuk of ontslag.
2. Erken, aanvaar en onderneem ek om te aanvaar dat die stadsclerk van die plaaslike owerheid volgens sy uitsluitlike diskresie geregtig is om te besluit of en wanneer voltooiing van my aanvanklike tydperk van verpligte militêre diens plaasgevind het, en verder onderneem ek om hom te voorsien van alle inligting en dokumente wat hy in dié verband van my verlang.
3. Verklaar ek dat ek begryp en aanvaar dat—
- (1) gedurende die tydperk van spesiale verlof ek, behalwe my gewone salaris of loon wat ek van die plaaslike owerheid ontvang, ook die soldy wat ek gedurende sodanige tydperk van verpligte militêre diens ontvang, kan behou tensy die raad anders bepaal;
- (2) die tydperk van spesiale verlof wat aan my toegestaan word, nie tel as diens ter nakoming van 'n diensverpligting wat ooreenkomstig 'n beurs-, lenings-, enige opleidings-, studieverlof- of ander dergelike onderneming op my mag rus nie;
- (3) slegs vakansie- en siekteverlof met volle gedeeltelike besoldiging as diens ter nakoming van my diensverpligting ingevolge klousule 1 (1) hierbo sal tel en dat indien verlof van enige ander aard aan my toegestaan word of as ek sonder toestemming van diens afwesig is voordat ek my diensverpligting ten volle nagekom het, my diensverpligting verleng sal word met 'n getal werkdag gelykstaande met die tydperk(e) van sodanige verlof wat aan my toegestaan is en/of die tydperk(e) wat ek sonder toestemming van diens afwesig was;
- (4) indien en wanneer my diensverpligting verleng word ingevolge klousule 3 (3) hierbo, ek gedurende die verlengde tydperk op dieselfde wyse onderworpe sal wees aan hierdie onderneming asof die verlengde tydperk oorspronklik deel was van my diensverpligting ingevolge klousule 1 (1) hierbo;
- (5) my diensverpligting ingevolge klousule 1 (1) hierbo gelyktydig met een of meer van enige ander diensverpligting(e) wat ingevolge 'n beurs-, lenings-, enige opleidings-, studieverlof- of enige ander dergelike onderneming op my mag rus, uitgedien kan word.
- (2) if I should in any way fail to carry out this undertaking and in particular (but not exclusively restricted thereto), if I should fail or neglect to comply fully with clause 1 (1) above, irrespective of whether such failure is the result of my dismissal by the local authority owing to misconduct, but except if it is the result of my demise or permanent incapacity for duty, to refund immediately on written demand, the full remuneration paid to me by the local authority for and in respect of the period during which special leave was granted to me, as well as the holiday savings bonus, if any, paid to me by the local authority, together with the interest thereon at the rate of 6 per cent per annum, calculated as from the date of the breach of contract or dismissal.
2. I acknowledge, accept and undertake to accept that the town clerk of the local authority is entitled according to his absolute discretion to decide whether or when my initial period of compulsory military training was completed and I further undertake to furnish him with all the information and documents which he may require from me in this connection.
3. I declare that I understand and accept that—
- (1) during the period of special leave, in addition to my ordinary salary or wage which I receive from the local authority, I may retain the military pay received for such period of compulsory military service unless the council determines otherwise;
- (2) the period of special leave granted to me shall not count as service for compliance with a service obligation which may be incumbent upon me in terms of a bursary, loan, any training, study leave or other similar undertaking;
- (3) vacation or sick leave only on full or part pay will count as service for compliance with my service obligation in terms of clause 1 (1) above and that if leave of any other kind is granted to me or if I am absent from duty without permission before having fully complied with my service obligation, my service obligation will be extended by a number of working days equal to the period(s) of such leave granted to me and/or the period(s) for which I have been absent from duty without permission;
- (4) if and when my service obligation is extended in terms of clause 3 (3) above, I will, during the extended period, be subject to this undertaking in the same way as if the extended period originally formed part of my service obligation in terms of clause 1 (1) above;
- (5) my service obligation in terms of clause 1 (1) above may be served simultaneously with one or more of any other service obligation(s) which may be incumbent upon me in terms of a bursary, loan, any training, study leave or any other similar undertaking.

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

Handtekening van werknemer

Getuies:

1.
2.

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

Handtekening van ouer of voogd

Getuies:

1.
2.

Signed at.....on this the.....
day of.....19.....

Signature of employee

Witnesses:

1.
2.

Assisted by (in the case of a minor):

Signature of parent or guardian

Witnesses:

1.
2.

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INHOUD

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Arbeid, Departement van		
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