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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 905

13 Mei 1994

WET OP ARBEIDSVERHOUDINGE, 1956

PLAASLIKE BESTUURSONDERNEMING IN DIE
PROVINSIE DIE KAAP DIE GOEIE HOOP: EERSTE
STANDAARD DIENSVOORWAARDE OOREEN-
KOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Desember 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

L. WESSELS,

Minister van Mannekrag.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 905

13 Mei 1994

LABOUR RELATIONS ACT, 1956

LOCAL GOVERNMENT UNDERTAKING OF THE
PROVINCE OF THE CAPE OF GOOD HOPE: FIRST
STANDARD CONDITIONS OF EMPLOYMENT
AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 December 1996 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union.

L. WESSELS,

Minister of Manpower.

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NYWERHEIDSRaad VIR DIE PLAASLIKE Owerheids- ONDERNEMING VAN DIE PROVINSIE DIE KAAP DIE GOEIE HOOP

STANDAARD DIENSVoorwaARDES

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956 (soos gewysig), gesluit deur en aangegaan tussen die

Kaaplandse Plaaslike Owerhede Werkgewers- organisasie (KPOW)

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

en die

Suid-Afrikaanse Vereniging van Munisipale Werknemers (SAVMW)

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

wat partye is by die Nywerheidsraad vir die Plaaslike Bestuursonderneming van die provinsie die Kaap die Goeie Hoop.

KLOUSULE 1: GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet in die Plaaslike Owerheidsonderneming nagekom word—

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

1.1.2 in die Kaapprovinsie uitgesonderd die Munisipale gebiede van Kaapstad, Port Elizabeth, Oos-Londen en Kimberley.

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

1.3 Ondanks die bepalinge van hierdie Ooreenkoms, is 'n ooreenkoms wat deur die Raad en werknemers aangegaan is en wat teenstrydig is met wetsbepalinge wat die diensvoorwaardes van werknemers reël, geldig slegs nadat die nodige vrystellings deur die Nywerheidsraad en/of die Departement van Mannekrag, na gelang die geval, verkry is.

1.4 Hierdie Ooreenkoms is nie op loswerkers van toepassing nie.

KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

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

KLOUSULE 3: WOORDOMSKRYWING

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

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

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

INDUSTRIAL COUNCIL FOR THE LOCAL AUTHORITY UNDERTAKING OF THE PROVINCE OF THE CAPE OF GOOD HOPE

STANDARD CONDITIONS OF SERVICE

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

Cape Province Local Authorities Employers' Organisation (CPLAEO)

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

and the

South African Association of Municipal Employees (SAAME)

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

being the parties to the Industrial Council for the Local Authority Undertaking of the Province of the Cape of Good Hope.

CLAUSE 1: AREA AND SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Industrial Council for the Local Authority Undertaking—

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

1.1.2 in the Province of the Cape of Good Hope excluding the Municipal Areas of Cape Town, Port Elizabeth, East Londen and Kimberley.

1.2 Notwithstanding the provisions of clause 1.1, this Agreement shall apply to apprentices only to the extent that it is not in conflict with the provisions of the Manpower Training Act, 1981 (Act No. 56 of 1981), as amended, or with a contract concluded thereunder or with conditions imposed thereunder.

1.3 Notwithstanding the provisions of this Agreement, an agreement concluded between the Council and employees contrary to any legal provision regulating the conditions of service of employees, shall be valid only after the appropriate exemption has been obtained from the Industrial Council and/or the Department of Manpower, as the case may be.

1.4 This Agreement shall not apply to casual workers.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation on such date as determined by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956 (Act No. 28 of 1956), and shall remain in force for such period as may be determined by him.

CLAUSE 3: DEFINITIONS

In this Agreement, unless the context indicates otherwise—

"**appointment**" means the authority granted to an applicant to join the Council's service on a specified appointment date after the applicant has been placed in a specific post in the Council's service;

"**appointment date**" means the commencement date of the last period of continuous service with the Council: Provided that, should an employee's service terminate for any reason and he accepts employment the next day, without the termination of service being withdrawn by the Council, such last date of acceptance of service shall be regarded as his appointment date;

"agent" 'n persoon wat ingevolge volmag namens die Raad optree;

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

"Besoldigingsraad" die Raad op Besoldiging en Diensvoordele van Stadsklerke ingestel by die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), soos gewysig;

"betaling" (besoldiging) die geldelike vergoeding wat aan 'n werknemer ten opsigte van dienste deur hom aan die Raad gelewer, toekom, met inbegrip van sy salaris, behuisingvoordele, toelaes, bonusse en oortydvergoeding;

"bevordering" waar 'n werknemer deur die Raad geplaas word in 'n ander pos in die Raad se diens, waarvan die maksimum van die salarisskaal van sodanige ander pos hoër is as dié van die pos wat voor sodanige plasing deur hom beklee was;

"deeltydse werknemer" 'n persoon bedoel in paragraaf (1) van die omskrywing van "werknemer";

"degradering" waar 'n werknemer deur die Raad geplaas word in 'n ander pos in die Raad se diens, waarvan die maksimum van die salarisskaal van sodanige ander pos laer is as dié van die pos wat voor sodanige plasing deur hom beklee was;

"Departementshoof" dieselfde as Hoof van 'n departement;

"deurlopende diens" die tydperk van diens by die Raad wat nie deur enige vorm van diensbeëindiging onderbreek is nie: Met dien verstande dat die Raad die verbreking van diens vir die tydperk vanaf die einde van 'n dienskontrak tot die aanvangsdatum van die daaropvolgende dienskontrak kan kondoneer;

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

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

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

"grief" enige onopgeloste ontevredenheid van 'n werknemer of 'n groep werknemers wat uit sy of hul diens by die Raad voortspruit, maar sluit nie enige aangeleentheid in wat voortspruit uit 'n dissiplinêre optrede nie;

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

"Hoof van 'n departement", vir doeleindes van die griewe- en dissiplinêre prosedures en vir geen ander doeleindes nie, 'n werknemer wat, as 'n werknemer van die Raad of by Wet regstreeks aan die Stadsklerk vir die administrasie van 'n departement of afdeling van die Raad se diens verantwoordelik is of in dié hoedanigheid waarneem;

"klas" 'n groep, afdeling of tipe van werknemers wat volgens enige metode van differensiasie, op grond van ouderdom, ervaring, lengte van dienstdoende tydperk, tipe van werk, of tipe van perseel of gebied waarop of waarin werk verrig word, of volgens enige ander metode wat raadsaam geag word, bepaal word;

"agent" means a person who is duly authorised to act on behalf of the Council;

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

"Remuneration Board" means the Board on Remuneration and Service Benefits of Town Clerks established in terms of the Remuneration of Town Clerks Act, 1984 (Act No. 114 of 1984), as amended;

"payment" (remuneration) means the monetary compensation due to an employee in respect of services rendered by him to the Council, inclusive of his salary, housing benefit, allowances, bonuses and overtime compensation;

"promotion" means the placement of an employee in another post in the Council's service in respect of which the maximum of the salary scale applicable to such other post is higher than that applicable to the post he occupied before such placement took place;

"part-time employee" means a person referred to in paragraph (i) of the definition of "employee";

"demotion" means the placement of an employee in another post in the Council's service by the Council in respect of which the maximum of the salary scale applicable to such other post is lower than that applicable to the post he occupied before such placement took place;

"Departmental Head" means the same as Head of Department;

"continuous service" means a period of service with the Council not interrupted by any form of termination of service: Provided that the Council may condone any break in service for the period calculated from the date of termination of a service contract to the commencement date of any subsequent service contract;

"continuous worker" means an employee who performs a task in an activity declared as a continuous activity in terms of section 33 (1) (a) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), as amended;

"monetary service benefit" means any monetary contribution which a Council makes on behalf of an employee to a scheme or fund;

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

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

"grouping" means the placement of one or more posts within a level in accordance with the points value of such post or posts, calculated in accordance with a post evaluation scheme;

"Head of Department" means, for the purpose of the grievance and disciplinary procedure and for no other purpose, an employee who, as an employee of the Council or by Statute is responsible directly to the Town Clerk for the administration of a department or section of the Council's service or who acts in such position;

"class" means a group, section or type of employee that is determined on the basis of any method of differentiation, on the grounds of age, experience, length of service, type of work or type of premises or area on which or in which work is performed, or on the basis of any other method considered advisable;

"kontraktueel tot bekleër" die posisie waarin 'n werknemer hom bevind indien—

- (a) hy aangestel is in 'n pos waarvan die posbenaming 'n bepaalde posinhoud en definitiewe vlak in die hiërargiese postestruktuur impliseer en by evaluering van sodanige pos daar gevind word dat die posinhoud van die bekleër nie voldoen aan die vereistes wat redelikerwys aan die pos gekoppel behoort te word nie en die posbenaming en/of vlakplasing gevolglik in die hiërargiese postestruktuur op 'n laer posvlak uitloop;
- (b) die inhoud van die pos verskraal word om ander redes as die onvermoë van die bekleër om die toegewese pligte uit te voer;
- (c) die werkgewer homself kontraktueel verbind om 'n werknemer op 'n bepaalde posvlak in die strukture soos deur die Nywerheidsraad bepaal (of 'n vergelykbare struktuur wat deur die proses van evaluering geskep is) te vergoed;
- (d) die pos wat hy beklee histories en volgens ooreenkoms saam met ander vergelykbare poste in dieselfde departement op dieselfde posvlak saam gegroepeer was en sy pos op 'n laer vlak as die res van die groep geëvalueer word;
- (e) die Nywerheidsraad sy pos as kontraktueel tot bekleër bepaal;

"kontrakwerknemer" 'n persoon bedoel in paragraaf (ii) van die omskrywing van "werknemer";

"loon" 'n loon bedoel in die omskrywing van "salaris";

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

"loswerker" 'n persoon bedoel in paragraaf (iii) van die omskrywing van "werknemer";

"mediese paneel" minstens twee persone geregistreer by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, deur die werkgewer aangewys;

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

"Nywerheidsraad" die Nywerheidsraad vir die Plaaslike Owerheidsonderneming van die provinsie die Kaap die Goeie Hoop ingestel ingevolge die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), soos gewysig;

"oorplasing" waar 'n werknemer deur die Raad geplaas word in 'n ander pos in die Raad se diens, waarvan die maksimum van die salarisskaal van sodanige ander pos dieselfde is as dié van die pos wat voor sodanige plasing deur hom beklee was;

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

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

"contractual to incumbent" means the position in which an employee finds himself if—

- (a) he is appointed in a post in respect of which the post description contains a specified post content and definite level in the hierarchical post structure, and through evaluation of such post, it is found that the post content of the incumbent does not comply with the requirements that may reasonably be linked to such post and the post description and/or placement level, is consequently evaluated on a lower level in the hierarchical post structure;
- (b) the content of a post is diminished as a result of factors other than the inability of the incumbent to carry out the allotted duties;
- (c) the employer binds himself contractually to compensate an employee at a certain post level in the structures determined by the Industrial Council (or a comparable structure created through the process of evaluation);
- (d) the post that he occupies was historically and per agreement grouped with other comparable posts in the same department at the same post level and his post is evaluated at a lower level than the remainder of the group;
- (e) the Industrial Council declares his post contractual to incumbent;

"contract worker" means a person referred to in paragraph (ii) of the definition of "employee";

"wage" means a wage referred to in the definition of "salary";

"wage determination" means a determination under the Wage Act, 1957 (Act No. 5 of 1957), as amended;

"casual worker" means a person referred to in paragraph (iii) of the definition of "employee";

"medical panel" means at least two persons registered with the South African Medical and Dental Council and designated by the employer;

"emergency work" means any work which, owing to a disruption in essential services or to fire, accident, storm, epidemic, act of violence, theft, breakdown of plant or machinery or any other unforeseen circumstances is required to be done without delay, or work in connection with the overhauling or repairing of plant or machinery that cannot be performed within normal working hours;

"Industrial Council" means the Industrial Council for the Local Authority Undertaking of the Province of the Cape of Good Hope established in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956), as amended;

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

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

"public holiday" means a public holiday as defined in the Public Holidays Act, 1952 (Act No. 5 of 1952), as amended, and any other day which the Council determines as a Municipal holiday;

"permanent employee" means a person referred to in paragraph (iv) of the definition of "employee";

"permanente werknemer" 'n persoon bedoel in paragraaf (iv) van die omskrywing van "werknemer";

"persoonlik tot bekleër" die posisie waarin 'n werknemer hom bevind indien sy posbenaming en/of posvlak nie met posevaluering afgegradeer word nie, maar sy vorige salaris/salarisskaal hoër is as die vasgestelde salarisskaal van die Nywerheidsraad;

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

- (a) 'n streeksdiensteraad ingestel kragtens artikel 3 van die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);
- (b) 'n plaaslike bestuursliggaam ingestel uit hoofde van die bepalings van artikel 30 (2) (a) van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927); of
- (c) 'n plaaslike owerheid soos omskryf in die Wet op Swart Plaaslike Owerheid, 1982 (Wet No. 102 van 1982);

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

"Posevalueringskema" 'n skema soos deur die Nywerheidsraad van tyd tot tyd goedgekeur;

"produktiwiteitskema" 'n skema soos deur die Nywerheidsraad van tyd tot tyd goedgekeur;

"Raad" 'n plaaslike owerheid en omvat enige komitee of werknemer van die plaaslike owerheid wat optree kragtens bevoegdhede wat by die plaaslike owerheid in verband met hierdie Ooreenkoms berus en wat aan sodanige komitee of werknemer gedelegeer is;

"salaris" enige salaris, loon, toelae, bonus en enige ander geld wat aan of ten behoeve van 'n werknemer as beloning vir sy diens betaal word, uitgesonderd 'n betaling kragtens 'n behuising- of motorskema;

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

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

"sesdag onderbroke werkweek" 'n termyn van ses kalenderdae binne 'n werkweek wat vanaf Sondag tot en met Saterdag strek en waartydens Sondag as 'n werkdag sonder bykomstige betaling geag word en 'n vry tydperk van 24 uur deur die Raad aan die betrokke werknemer toegestaan word;

"sesdag ononderbroke werkweek" 'n termyn van ses agtereenvolgende kalenderdae vanaf Maandag tot en met Saterdag;

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

"Stadsklerk" die hoof uitvoerende beampte van die plaaslike owerheid, ongeag die benaming van die pos wat daardie beampte beklee, of 'n werknemer wat by besluit van die Raad in dié hoedanigheid waarneem;

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

"personal to holder" the position in which an employee finds himself in the event of his post designation and/or post level not being downgraded with post evaluation, but his previous salary/salary scale being higher than the fixed salary scale of the Industrial Council;

"local authority" means any institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961 (Act No. 32 of 1961), and includes—

- (a) a regional services council established in terms of section 3 of the Regional Services Councils Act, 1985 (Act No. 109 of 1985);
- (b) a local government body established by virtue of the provisions of section 30 (2) (a) of the Black Administration Act, 1927 (Act No. 38 of 1927);
- (c) a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982); or

"Local Authority Undertaking" means the undertaking in which Councils as employers and their employees are associated for instituting, continuing and finishing any act, scheme or activity undertaken by a Council;

"Post Evaluation Scheme" means a scheme approved by the Industrial Council from time to time;

"productivity scheme" means a scheme approved by the Industrial Council from time to time;

"Council" a local authority and includes any committee or employee of the local authority acts in accordance with powers granted to that local authority in terms of this Agreement and that are delegated to such committee or employee;

"salary" means any salary, wage, allowance, bonus and any other money paid to or due to an employee as reward for his service, excluding a payment under a housing or motor vehicle scheme;

"salary notch increase" means the increment in terms of which the salary of an employee is increased according to the applicable salary scale;

"security guard" means an employee who is involved mainly in the supervision or control of a guard and in controlling or reporting on the movement of persons and vehicles through control points or gates and who is expected to carry out the duties of a guard or such other duties attached to security as the Council may allocate to him;

"six-day interrupted working week" means a period of six calendar days within a working week with effect from Sunday up to and including Saturday and during which Sunday is regarded as a working day without additional payment and a free period of 24 hours is granted to such employee by the Council;

"six-day uninterrupted working week" means a period of six successive calendar days from Monday up to and including Saturday;

"cycle" means the period in respect of which the sick leave allocation granted to an employee takes place;

"Town Clerk" means the chief executive officer of the Local Authority, irrespective of the designation of the post that such official occupies, or an employee who acts in such position by resolution of the Council;

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

"temporary staff establishment" means the posts that are created for the temporary and extraordinary requirements of the Council's service for a continuous period of a maximum of 12 months: Provided that the Council may approve a longer period in respect of a specific project;

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

"tydelike werknemer" 'n persoon bedoel in paragraaf (v) van die omskrywing van "werknemer";

"vakleerling" 'n werknemer wat ingevolge 'n leerlingkontrak wat by die Registrateur van Vakleerlinge ooreenkomstig die bepalings van die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), soos gewysig, geregistreer is, by die Raad in diens is;

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

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

"veiligheidswag" dieselfde as sekuriteitswag;

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

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

"verhogingstydperk" 'n tydperk van deurlopende diens van 12 werkmaande plus enige verlengde tydperk wat op 'n werknemer van toepassing mag wees, waarvan die eerste sodanige tydperk van deurlopende diens bereken word vanaf die eerste dag van die werkmaand/werkweek waarin sodanige werknemer se jongste aanstelling, bevordering, oorpasing of degradering plaasgevind het en elke daaropvolgende sodanige tydperk bereken word vanaf die dag wat volg op die datum waarop die voorafgaande sodanige tydperk voltooi is, of sodanige korter tydperk van deurlopende diens, soos deur die Raad bepaal, wat met betrekking tot 'n werknemer moet verstryk voordat sy salaris/loon volgens die salarisskaal wat op hom van toepassing is, deur die Raad verhoog kan word: Met dien verstande dat die Raad by ooreenkoms eenmalig 'n eenvormige verhogingsdatum vir sy werknemers kan bepaal, in welke geval die verhogingstydperk vir die doel óf langer óf korter as 12 maande mag wees;

"verlengde tydperk" (a) ten opsigte van gesalarieerde werknemers: die aantal werkmaande waarmee 'n werknemer se verhogingstydperk of verlofjaar as gevolg van enige tydperk(e) van ongemagtigde afwesigheid en/of afwesigheidsverlof sonder besoldiging deur die Raad verleng word en wat ooreenkomstig die volgende formule bereken word: Met dien verstande dat indien óf A óf die antwoord na toepassing van die formule op 'n breuk van 'n maand te staan kom, 9 en minder dae verontagsaam word en 10 of meer dae as 'n volle maand tel:

Aantal werkmaande = $\frac{A}{20}$ waar A = die aantal werkdae waartydens 'n werknemer weens ongemagtigde afwesigheid en/of afwesigheidsverlof sonder besoldiging sedert die aanvangsdatum van die lopende verhogingstydperk of verlofjaar en voor die datum van voltooiing daarvan afwesig was en 20 die aantal werkdae per werkmaand is;

(b) ten opsigte van weekliks besoldigde werknemers (loontrekkers): die aantal werkweke waarmee 'n werknemer se verhogingstydperk of verlofjaar as gevolg van enige tydperk(e) van ongemagtigde afwesigheid en/of afwesigheidsverlof sonder besoldiging deur die Raad verleng word en wat ooreenkomstig die volgende formule bereken word: Met dien verstande dat indien óf A

"temporary employee" means a person referred to in paragraph (v) of the definition of "employee";

"apprentice" means an employee who is in the service of the Council in terms of a contract of apprenticeship and who is registered by the Registrar of Apprentices in accordance with the provisions of the Manpower Training Act, 1981 (Act No. 56 of 1981), as amended;

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

"fixed staff establishment" means the posts that are created for the normal and regular requirements of the Council's service;

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

"increment date" means the first calendar day of the increment month/increment week of an employee;

"increment month" means the working month in which the salary of an employee is increased by the Council after completion of his increment period;

"increment period" means a period of continuous service of 12 working months plus any extended period that may be applicable to an employee, of which the first such period of continuous service is reckoned from the first day of the working month/working week in which such employee's latest appointment, promotion, transfer or demotion takes place and every successive such period reckoned from the day that follows on the date on which the previous such period is completed, or such shorter period of continuous service as the Council may determine, which must, with relation to an employee, expire before his salary/wage is increased by the Council in accordance with the salary scale applicable to him: Provided that the Council, by agreement, may determine a single uniform increment date for its employees in which case the increment period for this purpose may either be longer or shorter than the 12 months;

"extended period" means—(a) in respect of salaried employees: The number of working months by which an employee's increment period or leave year is extended by the Council as a result of any period(s) of absence without leave and/or leave of absence without remuneration and which is calculated in accordance with the following formula: Provided that, in the event of A or the answer, after application of the formula, resulting in a fraction of a month, nine days and less shall be disregarded and ten days or more shall be regarded as a full month:

Number of working months = $\frac{A}{20}$ where A = the number of working days during which an employee was absent as a result of absence without leave and/or leave of absence without remuneration since the commencement date of the current increment period or leave year or before the date of completion thereof, and 20 is the number of working days per working month;

(b) in respect of weekly paid employees (wage earners): The number of working weeks by which an employee's increment period or leave year is extended by the Council as a result of any period(s) of absence without leave and/or leave of absence without remuneration and which is calculated in accordance with the following formula: Provided that in the event of A or the answer, after appli-

óf die antwoord na toepassing van die formule op 'n breuk van 'n week te staan kom, 3 of minder dae verontagsaam word en meer as 4 of meer dae as 'n volle week tel:

Aantal werkweke = $\frac{A}{5}$ t.o.v. 'n vyfdagwerkweek = $\frac{A}{6}$ t.o.v. 'n sesdagwerkweek waar A = die aantal werkdae waartydens 'n werknemer (loontrekker) weens ongemagtigde afwesigheid- en afwesigheidsverlof sonder besoldiging sedert die aanvangsdatum van die lopende verhogingstydperk of verlofjaar en voor die datum van voltooiing daarvan afwesig was en 5 of 6, na gelang van die geval, die aantal werkdae per werkweek is;

“verlofjaar” 'n tydperk van deurlopende diens van 12 maande plus enige verlengde tydperk wat op 'n werknemer van toepassing mag wees, waarvan die eerste sodanige tydperk van deurlopende diens bereken word vanaf of die eerste dag van die werkmaand of dag van die werkweek, na gelang van die geval, toe die werknemer diens begin het en elke daaropvolgende sodanige tydperk vanaf die dag wat volg op die datum waarop die voorafgaande tydperk voltooi is;

“vyfdagwerkweek” 'n werktermyn van agtereenvolgende kalenderdae van Maandag tot en met Vrydag;

“vlakindeling” die posisie van 'n pos in die hiërargie van die Raad se postestruktuur wat bepaal is deur die aantal punte toegeken aan die pos kragtens die pos-evalueringskema soos van tyd tot tyd deur die Nywerheidsraad bepaal;

“waarnemingstoelae”, ten opsigte van 'n werknemer wat by besluit van die Raad vir 'n tydperk van minstens vyftien (15) agtereenvolgende werkdae al die pligte en verantwoordelikhede verbonde aan die hoër pos waarnaem, 'n toelae wat vir die tydperk van sodanige waarneming aan sodanige werknemer benewens sy salaris betaal word en wat gelykstaan aan die verskil tussen sy salaris en die aanvangskerf van die salarisskaal van die pos waarin hy aldus waarnaem: Met dien verstande dat die Raad 'n waarnemingstoelae ten opsigte van enige sodanige korter tydperk mag betaal;

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

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

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

“werkmaand” 'n tydperk van hoogstens 31 kalenderdae soos deur die Raad ten opsigte van 'n werknemer of klas van werknemers bepaal;

“werknemer” 'n persoon wat in enigeen van die volgende kategorieë in diens van die Raad is:

- (i) *Deeltydse werknemer*—'n werknemer, uitgesonderd 'n student, wat 'n pos op die vaste of tydelike diensstaat beklee en wie se werkweek nie 25 ure oorskry nie;
- (ii) *kontrakwerknemer*—'n werknemer wat per ooreenkoms deur die Raad aangestel is óf om 'n sekere taak te verrig en te voltooi óf vir 'n vasgestelde tydperk;
- (iii) *loswerker*—'n werknemer wat voltyds of deeltids vir 'n bepaalde of onbepaalde tydperk werk en wie se loon en ander voordele in totaal of gedeeltelik op 'n ander vlak van regering aan die Raad terugbetaal word;

cation of the formula resulting in a fraction of a week, three days or less shall be disregarded and four days or more shall be regarded as a full week:

Number of working weeks = $\frac{A}{5}$ in respect of a five-day working week = $\frac{A}{6}$ in respect of a six-day working week where A = the number of working days during which an employee (wage earner) was absent as a result of absence without leave and/or leave of absence without remuneration since the commencement date of the current incremental period or leave year and before the date of completion thereof, and 5 or 6, as the case may be, in the number of working days per working week;

“leave year” a continuous period of service of 12 months plus any extended period that may be applicable to an employee and in respect of which the first such period of continuous service is calculated from either the first day of the working month or day of the working week, as the case may be, on which the employee commenced his service and every such successive period calculated from the day that follows on the date on which the previous period was completed;

“five-day working week” means a working period of five successive calendar days from Monday up to and including Friday;

“post level” means the position of a post in the hierarchy of the Council's post structure, which is determined in accordance with the number of points allocated to the post in terms of the post evaluation scheme determined by the Industrial Council from time to time;

“acting allowance” means, in respect of an employee who by resolution of the Council is required to undertake all the duties and responsibilities attached to a higher post for a period of at least 15 consecutive working days, an allowance paid to such employee for the period of such undertaking in addition to his salary, and which is equal to the difference between his salary and the commencing notch of the salary scale of the post in respect of which he so acts: Provided that the Council may pay an acting allowance in respect of any other shorter period;

“guard” means an employee whose duties involve mainly the guarding of any property or item;

“working day” means any calendar day of the week on which a certain employee normally reports for duty;

“employer's organisation” means an employer's organisation as defined in section 1 of the Labour Relations Act, 1956 (Act No. 28 of 1956), as amended;

“working month” means a maximum period of 31 calendar days as determined by the Council in respect of an employee or category of employees;

“employee” means a person who is in the service of the Council in any of the following categories:

- (i) *Part-time employee*—an employee, excluding a student who occupies a post on the fixed or temporary staff establishment of the Council and whose working week does not exceed 25 hours;
- (ii) *contract employee*—an employee who is appointed by the Council per agreement either to undertake and complete a certain task or for a fixed period;
- (iii) *casual employee*—an employee who works full-time or part-time for a specified or unspecified time and whose wages and other benefits are repaid to the Council by another level of government, in total or in full;

(iv) *permanente werknemer*—'n werknemer, uitgesonderd 'n kontrakwerknemer, 'n tydelike werknemer en 'n loswerker, wat, hetsy voltyds, hetsy deelyds, in 'n permanente hoedanigheid 'n pos op die vaste diensstaat van die Raad beklee en dit sluit in 'n vakleerling en 'n persoon wat na 'n proeftydperk in so 'n pos aangestel is;

(v) *tydelike werknemer*—'n werknemer wat voltyds of deelyds vir uiters 12 (twaalf) maande aangestel is om 'n spesifieke werk te verrig en te voltooi, tensy die Nywerheidsraad op versoek van die Raad 'n langer tydperk goedkeur. Dit sluit nie kontrakwerknemers en/of loswerkers in nie;

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

“*werkweek*” 'n tydperk van hoogstens sewe agtereenvolgende kalenderdae, soos deur die Raad ten opsigte van 'n werknemer of klas van werknemers bepaal;

en het enige ander woord of uitdrukking die betekenis wat in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), of die Wet op Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), na gelang die geval, daaraan geheg word.

KLOUSULE 4: FUNKSIES, ORGANISASIE EN POSTESTRUKTUUR

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

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

KLOUSULE 5: VLAKINDELING, GROEPERING EN SALARISSKALE VAN POSTE

5.1 Die groepering van poste word deur die Raad aan die hand van die Posevalueringskema bepaal.

5.2 Die Raad kan die Nywerheidsraad te eniger tyd versoek om enige van of al die poste in die Raad se diens aan die hand van die Posevalueringskema te waardeur of herwaardeur en/of die groepering en/of vlakindeling en/of salarisskaal te wysig.

5.3 Wanneer 'n werknemer van mening is dat die posinhoud, posvereistes of werksomstandighede van die pos wat deur hom beklee word, verander het, kan hy skriftelik by die Raad versoek dat sodanige pos herwaardeur word.

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

5.4.1 indien die salarisskaal van die pos verlaag word, behou die bekleër sy huidige groepering en posbenaming as “persoonlik tot bekleër”, of “kontrakueel tot bekleër”, na gelang van die geval;

5.4.1.1 indien “persoonlik tot bekleër” kan sodanige werknemer met hergraderings of algemene salaris-aanpassings 'n mindere voordeel ontvang soos deur die Nywerheidsraad besluit, as ander werknemers totdat sy salarisskaal gelyk kom met Nywerheidsraad salarisskaal waarna hy nie langer “persoonlik tot bekleër” is nie. So 'n werknemer behou sy ander voordele “persoonlik tot bekleër” totdat hy die spesifieke pos ontruim; i spesifieke pos ontruim;

5.4.1.2 indien “kontrakueel tot bekleër” sal die betrokke werknemer geregtig wees op die salaris/salarisskaal en voordele sowel as toekomstige hergraderings en aanpassings verbonde aan die posvlak waarop hy as “kontrakueel tot bekleër” aangewys is sowel as al die voordele van die pos solank as wat hy die pos beklee;

(iv) *permanent employee*—an employee, excluding a contract employee, a temporary employee and a casual employee, who fills a post on the permanent establishment of the Council either full or part-time on a permanent basis, and includes an apprentice and a person appointed to such a position after a period of probation;

(v) *temporary employee*—an employee appointed full-time or part-time for a maximum period of 12 months to undertake and complete a specified task, unless the Industrial Council at the request of the Council, approves a longer period. This does not include contract employees and/or casual employees;

“*working hours*” means the hours during which an employee must normally work during a working week or on a working day;

“*working week*” means a maximum period of seven successive calendar days as determined by the Council in respect of an employee or class of employee;

and any other word or expression has the meaning assigned thereto in the Labour Relations Act, 1956 (Act No. 28 of 1956), or the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), as the case may be.

CLAUSE 4: FUNCTIONS, ORGANISATION AND POST STRUCTURE

4.1 All functions that must be carried out to achieve the aims of the Council shall be determined by the Council.

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

CLAUSE 5: LEVEL PLACEMENT, GROUPING AND SALARY SCALES OF POSTS

5.1 The grouping of posts shall be determined by the Council in the light of the Post Evaluation Scheme.

5.2 The Council may, at any time, request the Industrial Council to evaluate or re-evaluate any or all the posts in the Council's service in accordance with the Post Evaluation Scheme and/or amend the post grouping and/or level placement and/or salary scales.

5.3 Whenever an employee is of the opinion that the content of the post, post requirements or working conditions attached to the post he occupies have changed he may, in writing to the Council, request that such post be re-evaluated.

5.4 When the grouping or level placement is amended and the results in a change in the grouping or salary scale of a post, the amended grouping or salary scale shall come into operation on a date determined by the Industrial Council: Provided that—

5.4.1 in the event of the salary scale of the post being lowered, the incumbent shall retain his present grouping and post designation as “personal to holder” or “contractual to holder”, as the case may be;

5.4.1.1 in the case of “Personal to Holder” such employee may, with regradings and general salary adjustments, receive a less favourable advantage, as the Industrial Council may decide, than other employees until his salary scale is equal to the Industrial Council scale, after which he no longer will be “Personal to Holder”. Such an employee retains his other benefits as “Personal to Holder” until such time as he vacates the specific post;

5.4.1.2 in the case of a “Contractual to Incumbent” the relative employee is entitled to the salary/salary scale and benefits as well as future regradings and adjustments applicable to the post level on which he is placed;

5.4.2. indien die salarisskaal van die pos verhoog word, word die salaris van die bekleër minstens op die aanvangskerf van die hersiene salarisskaal aangepas. Waar die maksimum kerf en minimum kerf ooreenstem, moet die bekleër met ten minste een kerf aangepas word.

KLOUSULE 6: AANSTELLING, BEVORDERING, OORPLASING EN DEGRADERING

6.1 Algemeen:

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

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

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

6.1.4. Wanneer daar aansoek gedoen word om 'n aanstelling, bevordering of oorplasing moet alle applikante hulle onderwerp aan die keuringstegnieke soos deur die Raad bepaal.

6.2 Aanstelling:

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

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

6.2.3. 'n Persoon kan in 'n permanente hoedanigheid in die Raad se diens aangestel word slegs indien—

6.2.3.1. in die geval van 'n man, hy nog nie die ouderdom van 65 jaar bereik het nie, en, in die geval van 'n vrou, sy nog nie die ouderdom van 60 jaar bereik het nie;

6.2.3.2. hy voldoen aan die kwalifikasie- en/of vaardigheidsvereistes wat deur die Nywerheidsraad of enige wet voorgeskryf is, tensy die Raad anders bepaal.

6.2.4. 'n Werknemer moet na diensaanvaarding, waar van toepassing, sy bydraersverslagkaart van die werkloosheidsversekeringsfonds by die Raad indien.

6.2.5. Wanneer 'n persoon aangestel word, kan hy deur die Raad op 'n kerf wat hoër is as die aanvangskerf van die salarisskaal aangestel word.

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

6.2.7. 'n Permanente werknemer, uitgesonderd die Stadsklerk, kan vir 'n bepaalde tydperk, wat nie ses maande oorskry nie, behoudens die volgende voorwaardes, deur die Raad op proef aangestel word:

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

6.2.7.2. Indien die Raad voor of op die datum van voltooiing van die proeftydperk van sodanige werknemer van mening is dat hy nie gekik is vir die pos wat deur hom bekleë word nie en hy skriftelik daarvan in kennis gestel word, kan die Raad—

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

5.4.2. in the event of the salary scale of the post being raised, the salary scale of the incumbent shall be placed on at least the commencing notch of the revised salary scale. Where the maximum notch and minimum notch are the same, the incumbent shall receive an adjustment of at least one notch.

CLAUSE 6: APPOINTMENT, PROMOTION, TRANSFER AND DEMOTION

6.1 General:

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

6.1.2. A person shall be appointed, promoted or transferred only in the event of a vacant post existing, unless otherwise determined by the Council.

6.1.3. An applicant who canvasses support with a view to appoint, promotion or transfer in the service of the Council, shall be disqualified for such appointment, promotion or transfer.

6.1.4. When application is made for a post, promotion or transfer, all applicants shall submit themselves to the selection techniques determined by the Council.

6.2 Appointment:

6.2.1. A person, excluding a student, shall be at least 16 years old before he is appointed.

6.2.2. An employee's appointment shall, in the event of the Council so requiring, be subject to proof of good health after a medical examination at the cost of the Council by a registered medical practitioner appointed by the Council.

6.2.3. A person shall be appointed to a permanent position in the council's service only if—

6.2.3.1. in case of a male, he has not yet reached the age of 65 years, and in the case of a female, she has not yet reached the age of 60 years;

6.2.3.2. he complies with the qualification and/or skill requirement prescribed by the Industrial Council or any Statute, unless the Council determines otherwise.

6.2.4. An employee shall, upon acceptance of service, where applicable, hand his unemployment insurance fund card to the Council.

6.2.5. The Council may upon appointment place a person on a notch higher than the commencing notch of the salary scale.

6.2.6. In the event of sufficient evidence of age not being submitted to the satisfaction of the Council upon appointment of an employee, the age of the relevant employee shall be determined in a manner prescribed by the Council and, in the case of a dispute, the findings of a district surgeon shall be sufficient.

6.2.7. A permanent employee, with the exception of the Town Clerk, may, for a determined period not exceeding six months, be appointed on probation, subject to the following conditions:

6.2.7.1. In the event of the Council being of the opinion that such employee has successfully completed his probationary period, the Council shall confirm his appointment.

6.2.7.2. In the event of the Council, before or on the date of completion of the probationary period of such employee, being of the opinion that he is not suitable for the post occupied by him and he is informed thereof in writing, the Council may—

6.2.7.2.1. in writing, extend the probationary period of such employee once for a determined period not exceeding six months with full reasons; or

6.2.7.2.2 sodanige werknemer minstens een werkmaand skriftelik kennis gee dat sy dienste op 'n bepaalde datum beëindig word nadat daar billike en redelike prosedures gevolg is soos deur die Nywerheidsraad bepaal.

6.3 Bevordering:

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

6.3.2 'n Applikant wat na die mening van die Raad die geskikste vir 'n vakante pos is en nie noodwendig die werknemer met die langste diens nie, word aangestel.

6.3.3 Wanneer 'n werknemer bevorder word, word sy salaris/loon so aangepas dat hy minstens een inkrement van sy bestaande salarisskaal baat, en, tensy die Raad 'n vroeër datum bepaal, word die eerste dag van die werkmaand/werkweek waarin hy bevorder is of sodanige ander datum as wat ooreengekom word sy nuwe verhogingsdatum geag te wees.

6.4 Oorplasing (uitgesonderd die Stadsklerk):

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

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

6.5 Degradering:

6.5.1 Die Raad kan 'n werknemer op grond van die volgende degradeer:

6.5.1.1 Wangedrag:

6.5.1.1.1 'n Werknemer wat deur die Raad op grond van wangedrag gedegradeer word, se salaris/loon word vanaf die eerste dag van die werkmaand/werkweek, na gelang van die geval, waarin die Raad besluit het om hom te degradeer, of, indien die Raad aldus besluit, op die eerste werkdag van 'n daaropvolgende werkmaand/werkweek, op sodanige kerf van die salarisskaal van die pos waarheen hy gedegradeer is, soos die Raad mag bepaal, aangepas.

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

6.5.1.2 Herorganisasie:

6.5.1.2.1 Indien 'n werknemer se pos weens herorganisasie van die Raad se diens oorbodig verklaar en afgeskaf word en sodanige werknemer deur die Raad gedegradeer word, behou die werknemer sy groepering voor sodanige degradering as "persoonlik tot bekleër" of "kontraktueel tot bekleër", na gelang van die geval.

6.5.1.3 Liggaamlike of geestelike ongesteldheid:

6.5.1.3.1 Indien 'n werknemer deur die Raad gedegradeer word as gevolg van 'n liggaamlike of geestelike ongesteldheid, soos bepaal deur 'n mediese paneel, kan die Raad sodanige werknemer se salaris of op die ooreenstemmende kerf, of indien daar nie 'n ooreenstemmende kerf is nie, op die naaste laer kerf van die pos waarheen hy gedegradeer is, aanpas, of toelaat dat sodanige werknemer sy salarisskaal wat voor die datum van degradering van toepassing was, as "persoonlik tot bekleër" of "kontraktueel tot bekleër", na gelang van die geval, behou.

6.2.7.2.2 give such employee at least one working month's written notice that his services will be terminated on a given date after reasonable and fair procedures, as determined by the Industrial Council, have been followed.

6.3 Promotion:

6.3.1 A vacant post which, in the opinion of the Council, must be filled, shall be brought to the notice of employees by the Council by way of a notice on the relevant notice boards and/or by any means determined by the Council and, in the event of the Council so requiring, applications may be invited from persons outside the Council's service.

6.3.2 An applicant who, in the opinion of the Council, is the most suitable for a vacant post and not necessarily the employee with the longest service, shall be appointed.

6.3.3 When an employee is promoted, his salary/wage shall be adjusted in such a way that he receives at least one increment on his existing salary scale and, unless the Council determines an earlier date, the first day of the working month/working week in which he is promoted or such other date as may be agreed upon, shall be regarded as his new increment date.

6.4 Transfer (excluding the Town Clerk):

6.4.1 A transfer shall take place only when the Council is of the opinion that it will be to the advantage of the Council's service and with the proviso that the employee agrees thereto.

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

6.5 Demotion:

6.5.1 A Council may demote an employee on the following grounds:

6.5.1.1 Misconduct:

6.5.1.1.1 The salary/wage of an employee demoted by the Council on the grounds of misconduct shall be adjusted from the first day of the working month/working week, as the case may be, in which the council decides to demote him or, in the event of the council so deciding, on the first working day of the succeeding working month/working week to such notch of the salary scale of the post to which he is demoted as the Council may decide.

6.5.1.1.2 The date on which a demotion, as referred to in clause 6.5.1.1.1, takes effect shall be regarded as the employee's future increment date, unless the Council determines an earlier date.

6.5.1.2 Reorganisation:

6.5.1.2.1 In the event of an employee's post being declared redundant and being abolished as a result of a reorganisation of the Council's service and such employee being demoted by the Council, he shall retain his grouping as applicable before such demotion as "personal to incumbent" or "contractual to incumbent", as the case may be.

6.5.1.3 Physical or mental disability:

6.5.1.3.1 In the event of an employee being demoted by the Council as a result of physical or mental disability as determined by a medical panel, the Council may adjust such employee's salary either to the comparative notch or, in the event of there being no comparative notch, to the nearest lower notch of the post to which he is demoted, or allow such employee to retain the salary scale applicable to him before the date of demotion as "personal-to-holder" or "contractual-to-holder", as the case may be.

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

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

KLOUSULE 7: BETALING VAN SALARISSE EN ANDER VERSKULDIGDE BEDRAE

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

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

7.1.2 in die geval van 'n werknemer wat tweeweklik betaal word, op die laaste werkdag van die werkweek wat volg op die datum van voltooiing van twee agtereenvolgende werkweke of op die vroeër werkdag en op die wyse wat die Raad bepaal;

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

7.1.4 'n Werknemer in klousules 7.1.1, 7.1.2 en 7.1.3 bedoel wie se oortydstate voor 'n datum deur die Raad bepaal, ingedien word, is geregtig om betaling in die maand van indiening te ontvang, anders geskied betaling in die daaropvolgende maand.

7.2 Indien 'n werknemer minstens 10 agtereenvolgende werkdag vakansieverlof neem wat oor sy gebruikelike betaaldag strek en hy die Raad aldus versoek, word sodanige werknemer se besoldiging ten opsigte van sodanige werknemer se besoldiging ten opsigte van sodanige verloftydperk gedurende die normale kantoorure van die Raad, op die werknemer se laaste werkdag voordat sy verloftydperk 'n aanvang neem, uitbetaal, of op die vroeër datum wat die Raad bepaal. Met dien verstande dat—

7.2.1 die werknemer sy versoek minstens 14 dae voor sy verlof 'n aanvang neem, skriftelik by die Raad indien; en

7.2.2 hierdie klousule nie van toepassing is in gevalle waar die Raad die werknemer se besoldiging direk in laasgenoemde se bankrekening deponeer nie.

7.3 Indien 'n werknemer se dienste om enige ander rede as afsterwe beëindig word, word sodanige werknemer se besoldiging gedurende die normale kantoorure van die Raad uiters 7 werkdag na sy laaste werkdag uitbetaal.

7.4 Die Raad kan die bedrae wat deur 'n werknemer verskuldig is ten opsigte van huisvesting op raadspersoneel, hostelgeld, voedsel, oorbetalings (binne die regsbeginsele van *condictio indebiti*) en inkomstebelasting, asook gelde wat deur 'n werknemer aan die werkloosheidsversekeringsfonds, pensioenfondse en mediese hulpfondse verskuldig is, en alle ander gelde wat wettiglik deur hom aan die Raad of genoemde fondse verskuldig is, of wat hy die Raad magtig om af te trek, van 'n werknemer se besoldiging aftrek.

6.5.1.3.2 A demotion in terms of clause 6.5.1.3.1 shall take effect from the first day of the working month/working week of the relevant employee that follows on the working month/working week in which it was decided to demote him.

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

CLAUSE 7: PAYMENT OF SALARIES AND OTHER DUE AMOUNTS

7.1 Subject to the provisions of clauses 7.2 and 7.3, the payment due to an employee in respect of a completed working month or working week, as the case may be, shall take place as follows:

7.1.1 In the case of an employee who is paid monthly, on a date not later than the last working day of the relevant working month: Provided that payment may take place on a later date as a result of circumstances beyond the control of the Council; but not later than five working days after completion of the relevant working month;

7.1.2 in the case of an employee who is paid bi-weekly, on the last working day of the working week following the date of completion of two successive working weeks or on the earlier working day and in the manner determined by the Council;

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

7.1.4 An employee referred to in clauses 7.1.1, 7.1.2 and 7.1.3 whose overtime records are submitted before a date determined by the Council shall be entitled to payment in the month in which the records were submitted, otherwise payment shall be made the following month.

7.2 The Council may, upon request by an employee who takes at least 10 consecutive working days' leave which extends over his customary pay day, pay to such employee his remuneration in respect of such leave period during the normal office hours of the Council on his last working day before the commencement of his leave period, or on such earlier date as may be determined by the Council: Provided that—

7.2.1 the employee submits his request to the Council at least 14 days before the date of commencement of his leave; and

7.2.2 this clause shall not apply in the case where the Council deposits the employee's remuneration directly in the latter's banking account.

7.3 In the event of an employee's services being terminated for any reason other than death, such employee's remuneration shall be paid during the normal office hours of the Council not later than 7 working days after his last working day.

7.4 The Council may deduct from an employee's remuneration such amount due by an employee in respect of housing on Council property, hostel fees, rations, overpayments (within the legal principle of *condictio indebiti*) and income tax, and monies due by an employee to the unemployment insurance fund, pension fund and medical aid fund, and all other amounts lawfully due by him to the Council or the aforementioned funds or amounts he authorises the Council to deduct from amounts due to him.

7.5 Indien die Raad die hervestigingskoste van 'n werknemer vanaf 'n werwingspunt na die munisipale gebied van die Raad betaal het, kan sodanige koste deur die Raad, by wyse van 'n aftrekking van sy besoldiging, op sodanige werknemer verhaal word.

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

7.6.1	Maandelikse salaris	=	jaarlikse salaris ÷ 12
7.6.2	Weekloon	=	jaarlikse salaris ÷ 52
7.6.3	Dagloon	=	jaarlikse salaris ÷ 250
7.6.4	Uurloon	=	jaarlikse salaris ÷ 250
			1
		250	× getal werkure per werkdag

7.7 'n Werknemer mag nie enige reg, titel, belang of eis ten opsigte van enige besoldiging wat aan hom deur die Raad verskuldig is of sal word, sonder die skriftelike toestemming van die Raad seeder nie.

KLOUSULE 8: SALARISVERHOOGINGS EN WAARNEMINGSTOELAE

8.1 Jaarlikse salarisverhogings:

8.1.1 Die salaris van 'n werknemer word jaarliks op sy verhogingsdatum tot die toepaslike kerf verhoog, tensy die werkprestasie van die werknemer, na die mening van die Raad, onbevredigend is.

8.1.2 Indien die werkprestasie van 'n werknemer na mening van die Stadsclerk/Departementshoof onbevredigend is, dan moet die Stadsclerk/Departementshoof die betrokke werknemer vooraf kennis gee met opgaaf van redes van sy voorneme om by die Raad aan te beveel dat die betrokke werknemer se kerfverhoging teruggehou word. Nadat die Raad die verslag van die Stadsclerk/Departementshoof en kommentaar van die werknemer, indien enige, oorweeg het, kan die Raad sy kerfverhoging vir 'n tydperk van hoogstens 12 maande terughou.

8.1.2.1 Indien die werkprestasie van die werknemer nie verbeter gedurende die tydperk genoem in klousule 8.1.2 nie, kan daar kragtens klousule 10.1.1.4 'n klag teen die werknemer gelê word.

8.1.3 Waar die Raad gedurende of na afloop van die tydperk in klousule 8.1.2 gemeld van mening is dat die werknemer se werkprestasie gedurende sodanige tydperk bevredigend was, word die salaris van die werknemer, vanaf die datum deur die Raad bepaal, aangepas op die salariskerf wat op hom van toepassing sou gewees het indien sy salarisverhoging nie teruggehou was nie en behou die werknemer sy vorige verhogingsdatum.

8.2 Buitengewone salarisverhogings:

8.2.1 Die Raad kan behoudens die bepalinge van die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), die salaris van 'n werknemer spesiaal verhoog binne sy skaal, of enige ander beloning waarop die Raad mag besluit, aan hom toeken, indien sodanige werknemer na die mening van die Raad—

- 8.2.1.1 buitengewoon bekwaam is;
- 8.2.1.2 besondere diens aan die Raad gelewer het;
- 8.2.1.3 spesiale kwalifikasies besit;
- 8.2.1.4 oor besondere ervaring beskik;
- 8.2.1.5 buitengewoon presteer, gebaseer op 'n skema soos onderling ooreengekom.

7.5 In the event of the Council having paid any relocation expenses of an employee from a recruiting point to the Municipal Area of the Council, it may recover such expenses from the employee by means of a deduction from his remuneration.

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

7.6.1	Monthly salary	=	annual salary ÷ 12
7.6.2	Weekly wage	=	annual salary ÷ 52
7.6.3	Daily wage	=	annual salary ÷ 250
7.6.4	Hourly wage	=	annual salary ÷ 250
			1
		250	× number of working hours per working day

7.7 An employee may not, without the written permission of the Council, cede any right, title, interest or claim in respect of any remuneration owed to him by the Council or to be owed to him by the Council.

CLAUSE 8: SALARY INCREASES AND ACTING ALLOWANCES

8.1 Annual salary increases:

8.1.1 The salary of an employee shall be increased annually on his increment date to the applicable notch unless the performance of the employee is, in the opinion of the Council, unsatisfactory.

8.1.2 In the event of the performance of an employee, in the opinion of the Town Clerk/Departmental Head, being unsatisfactory the Town Clerk/Departmental Head shall give the employee prior notice with full reasons of his intention to recommend to the Council that the notch increase of the relevant employee be withheld. After the Council has considered the report of the Town Clerk/Departmental Head and the comments of the employee, if any, the Council may withhold such notch increase for a maximum period of 12 months.

8.1.2.1 In the event of the performance of the employee not improving during the period referred to in clause 8.1.2, a charge may be laid against the employee in terms of clause 10.1.1.4.

8.1.3 Where the Council, during or after the period referred to in clause 8.1.2, is of the opinion that the performance of the employee during such period was satisfactory, the salary of the employee shall be adjusted to the salary notch that would have been applicable to him had his salary increment not been withheld, from such date as the Council may determine and the employee shall retain his previous increment date.

8.2 Extraordinary salary increases:

8.2.1 The Council may, subject to the provisions of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), grant an employee a special increase within his scale or any other reward as the Council may decide, in the event of such employee, in the opinion of the Council—

- 8.2.1.1 being exceptionally efficient;
- 8.2.1.2 rendering exceptional service to the Council;
- 8.2.1.3 being in possession of special qualifications;
- 8.2.1.4 possessing extraordinary experience;
- 8.2.1.5 displaying unusual achievement, based on a scheme mutually agreed upon.

8.3 Waarnemingstoelae:

8.3.1 Wanneer 'n werknemer by besluit van die Raad vir 'n tydperk van minstens 15 agtereenvolgende werkdade al die pligte en verantwoordelikhede verbonde aan 'n hoër pos waarneem, word aan sodanige werknemer benewens sy salaris 'n waarnemingstoelae, gelykstaande met die verskil tussen sy salaris en die aanvangskerf van die salarisskaal van die pos waarin hy waarneem, vir die tydperk van waarneming betaal. Met dien verstande dat die Raad 'n waarnemingstoelae ten opsigte van enige sodanige korter tydperk kan betaal.

KLOUSULE 9: WERKDAE EN WERKURE, BYWONINGSREGISTER, SONDAE, OPENBARE FEESDAE, OORTYD EN GEREEDHEIDSDIENS**9.1 Werkdae en werkure:**

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

9.1.1.1 46 uur per werkweek oorskry

9.1.1.2 wat 'n vyfdagwerkweek werk, behoudens die bepalings van klousule 9.1.1.1, 9 1/4 uur per werkdag oorskry;

9.1.1.3 wat 'n sesdag onderbroke werkweek, of 'n sesdag ononderbroke werkweek werk, behoudens die bepalings van klousule 9.1.1.1, 8 1/2 uur per werkdag oorskry.

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

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

9.1.2.1.1 hoogstens 48 uur per werkweek mag werk;

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

9.1.2.1.3 se skofte normaalweg deur minstens agt uur onderbreek word;

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

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

9.1.2.2.1 hoogstens 60 uur per werkweek mag werk;

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

9.1.2.2.3 se skofte normaalweg deur minstens 12 uur onderbreek word;

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

9.1.2.3 'n werknemer 'n pos beklee waarvan die werkure volgens 'n ooreenkoms tussen die Raad en die vakvereniging soos volg vasgestel is:

9.1.2.3.1 Hoogstens 40 uur werkweek;

9.1.2.3.2 hoogstens agt uur per werkdag,

8.3 Acting allowance:

8.3.1 When an employee is required by resolution of the Council to undertake all the duties and responsibilities attached to a higher post for a period of at least 15 consecutive working days, an acting allowance equal to the difference between his salary and the commencing notch of the salary scale of the post in respect of which he acts shall be paid to such employee in addition to his salary in respect of the period in which he acts: Provided that the Council may pay an acting allowance in respect of any shorter period.

CLAUSE 9: WORKING DAYS AND WORKING HOURS, ATTENDANCE REGISTER, SUNDAYS, PUBLIC HOLIDAYS, OVERTIME AND STAND-BY SERVICE**9.1 Working days and working hours:**

9.1.1 Subject to any other provision to the contrary contained in this Agreement, the Council may not require or allow the working hours of an employee:

9.1.1.1 to exceed 46 hours per working week;

9.1.1.2 who works a five-day working week, subject to the provisions of clause 9.1.1.1, to exceed 9 1/4 hours per working day;

9.1.1.3 who works a six-day interrupted working week, or a six-day uninterrupted working week, subject to the provisions of clause 9.1.1.1, to exceed 8 1/2 hours per working day.

9.1.2 The provisions of clause 9.1.1 shall not apply to—

9.1.2.1 a continuous worker: Provided that such employee—

9.1.2.1.1 may work a maximum period of 48 hours per working week;

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

9.1.2.1.3 works shifts that are normally interrupted by at least eight hours;

9.1.2.1.4 is granted a free period of at least 24 consecutive hours per working week,

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

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

9.1.2.2.2 may work a maximum of 12 hours per shift and five shifts per working week: Provided further that such employee may work six shifts in any one working week during any period of two consecutive working weeks, on condition that the total working hours during such period shall not exceed 120 hours;

9.1.2.2.3 works shifts that are normally interrupted by at least 12 hours;

9.1.2.2.4 is granted a free period of at least 24 consecutive hours per working week,

9.1.2.3 an employee who occupies a post of which the working hours are determined in accordance with an agreement between the Council and the trade union as follows:

9.1.2.3.1 A maximum of 40 hours per week;

9.1.2.3.2 a maximum of eight hours per working day;

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

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

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

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

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

9.1.2.5.1 hoogstens 42 uur per sewe dag werkweek, wat vanaf Sondag tot en met Saterdag strek, mag werk;

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

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

9.1.3 Behoudens die bepalings van klousules 9.1.1 en 9.1.2 en enige wysigings soos van tyd tot tyd deur die Raad en die vakvereniging ooreengekom, is 'n werknemer aan diens op die werkdae en gedurende die werkure wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad van toepassing is.

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

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

9.1.5.1 die Raad en die vakvereniging ooreen kan kom dat sodanige aaneenlopende tydperk hoogstens ses uur mag wees en dat sodanige pouse tot minstens 'n halfuur verkort of behoudens die bepalings van klousules 9.1.5.2 en 9.1.5.5 tot hoogstens 1 1/4 uur verleng word;

9.1.5.2 waar 'n werknemer uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak of diere versorg, sodanige pouse hoogstens drie uur mag wees;

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

9.1.5.4 behoudens die bepalings van klousule 9.1.5.5 en uitgesonderd in die geval van 'n deeltydse werknemer slegs een sodanige pouse gedurende 'n werkdag geag word nie as deel van die werkure van 'n werknemer uit te maak nie;

9.1.5.5 die werkure van 'n werknemer wat uitsluitlik of hoofsaaklik met die vervoer van passasiers gemoeid is, met hoogstens twee sodanige pouses onderbreek mag word: Voorts met dien verstande dat indien die werkure van sodanige werknemer met twee pouses onderbreek word die werkure oor hoogstens 14 ure op 'n werkdag versprei kan word.

9.1.2.4 an employee who occupies a post associated exclusively or mainly with the rendering of rescue work, fire fighting or ambulance services: Provided that such employee—

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

9.1.2.4.2 works shifts that are interrupted by a period of at least the number of consecutive working hours of his previous shift;

9.1.2.4.3 is granted a free period of at least 24 successive hours per working week;

9.1.2.5 an employee who works exclusively or mainly with the disposal of nightsoil: Provided that such employee—

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

9.1.2.5.2 may work a maximum six hours in a period of 24 consecutive hours;

9.1.2.5.3 may work a maximum of 46 hours, as intended in clause 9.1.2.5.1, and a maximum of seven hours and 40 minutes, as intended in clause 9.1.2.5.2, during a working week, on condition that such employee shall not be expected to work more than six such periods in the relevant working week.

9.1.3 Subject to the provisions of clauses 9.1.1 and 9.1.2 and any amendments agreed upon by the Council and trade union from time to time, an employee shall be on duty on the working days and during the working hours applicable at the Council on the date of commencement of this Agreement.

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

9.1.5 An employee may not work for a continuous period of longer than five hours without an interval of at least one hour, during which interval such employee shall not be obliged or allowed to perform any work and such interval shall not be regarded as part of the working hours of an employee: Provided that—

9.1.5.1 the Council and the trade union may agree that such continuous period may be a maximum of six hours and that such interval shall be reduced to at least half an hour or, subject to the provisions of clauses 9.1.5.2 and 9.1.5.5, may be extended to a maximum of 1 1/4 hours;

9.1.5.2 where an employee exclusively or mainly cleans premises or passenger vehicles, or cares for animals, such interval may be a maximum of three hours;

9.1.5.3 where, as a result of the working of overtime, an employee must be granted a second interval during a working day, such interval may be reduced to at least 15 minutes;

9.1.5.4 subject to the provisions of clause 9.1.5.5, and excluding a part-time employee, only one such interval during a working day shall not be regarded as part of the working hours of any employee;

9.1.5.5 the working hours of an employee who is concerned exclusively or mainly with the transportation of passengers, may be interrupted by a maximum of two such intervals: Provided further that, in the event of the working hours of such employee being interrupted by two breaks, such working hours may be distributed over a period of a maximum of 14 hours on a working day;

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

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

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

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

9.2 Bywoningsregister:

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

9.3 Sondae en vry tydperke van 24 uur:

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

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

9.3.2.1 Indien sodanige werknemer vir 'n tydperk van hoogstens vier uur aldus werk, 'n bedrag van nie minder nie as die salaris/loon betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n werkdag gewerk word;

9.3.2.2 indien sodanige werknemer langer as vier uur aldus werk, 'n bedrag van dubbel sy uurloon, ooreenkomstig klousule 7.6.4 bereken ten opsigte van die getal ure gewerk, of 'n bedrag van dubbel sy dagloonooreenkomstig klousule 7.6.3 bereken, wat ook al die grootste is.

9.3.3 Behoudens die bepalings van klousule 9.3.1 en niesteenstaande die bepalings van klousule 9.3.2 kan die Raad aan 'n werknemer 'n bedrag betaal, bereken teen 1 1/3 maal sy uurloon, ooreenkomstig klousule 7.6.4 bepaal, ten opsigte van die getal ure op sodanige Sondag of gedurende sodanige vry tydperk van 24 uur gewerk en binne een werkweek vanaf sodanige Sondag of vry tydperk van 24 uur een dag spesiale verlof met volle betaling aan sodanige werknemer toestaan.

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

9.4 Openbare feesdae:

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

9.1.5.6 such interval need not be granted to a continuous worker, a security guard, a guard, an employee performing emergency work or an employee exclusively concerned with refuse or night soil removed or sewage tank services during his working hours if he is granted, during such working hours, a rest period of ten minutes to enjoy a meal whilst he is on duty: Provided further than such rest period shall be granted as far as possible near the middle of such working hours;

9.1.5.7 an employee who drives a vehicle and does not work during such interval, except that he remains in control of, or remains in, the vehicle and/or load, shall be deemed not to be working;

9.1.5.8 any working hours which are interrupted by intervals in respect of which no provision is made in this clause, shall be deemed to be consecutive.

9.1.6 The Council shall grant an employee a rest interval of 10 minutes during every working period preceding and succeeding an interval, as referred to in clause 9.1.5 and as near as possible to the middle of such period, during which rest period the employee shall not be obliged or allowed to perform any work, and such interval shall be deemed to be part of his working hours.

9.2 Attendance register:

9.2.1 In the event of the Council so requiring the time of arrival at and departure from the workplace by an employee, of a class determined by the Council, shall be recorded in the form and in the manner prescribed by the Council.

9.3 Sundays and free periods of 24 hours:

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

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

9.3.2.1 In the event of such employee working for a maximum period of four hours, an amount not less than the salary/wage payable in respect of the period normally worked by him on a working day;

9.3.2.2 in the event of such employee working a period of longer than four hours, an amount double his hourly wage, calculated in accordance with clause 7.6.4 in respect of the number of hours worked, or an amount double his daily wage, calculated in accordance with clause 7.6.3, whichever is the greater.

9.3.3 Subject to the provisions of clause 9.3.1 and notwithstanding the provisions of clause 9.3.2, the Council may pay an employee an amount calculated at 1 1/3 times his hourly wage, determined in accordance with clause 7.6.4, in respect of the number of hours worked on such Sunday or during such free period of 24 hours and within one working week from such Sunday or free period of 24 grant such employee one day's special leave with full pay.

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

9.4 Public holidays:

9.4.1 In the event of an employee working on a public holiday, he shall be compensated in accordance with the provisions of clause 9.4.2 or clause 9.4.3: Provided that such work shall be subject to the prior approval of the Council.

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

9.4.2.1 aan sodanige werknemer 'n bykomende bedrag bereken teen sy uurloon, ooreenkomstig klousule 7.6.4 bepaal, ten opsigte van die getal ure aldus gewerk, of 'n bedrag gelykstaande met sy dagloon, ooreenkomstig klousule 7.6.3 bepaal, welke ook al die grootste is, te betaal;

9.4.2.2 aan sodanige werknemer 'n bykomende werkdag vakansieverlof benewens sy jaarlikse aanwas toestaan en aan hom 'n bykomende bedrag bereken teen 1/3 maal sy uurloon, ooreenkomstig klousule 7.6.4 bepaal, ten opsigte van die getal ure op sodanige openbare feesdag deur hom gewerk, te betaal.

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

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

9.5 Oortyd:

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

9.5.2 Indien 'n werknemer, uitgesonderd 'n werknemer wat behoort tot 'n klas deur die Raad bepaal, oortyd werk, moet die Raad sodanige werknemer vergoed teen 1 1/3 maal sy uurloon, ooreenkomstig klousule 7.6.4 bepaal, ten opsigte van die getal ure aldus gewerk. Met dien verstande dat, indien sodanige oortyd noodwerk behels en die normale werkure per werkweek van sodanige werknemer 45 uur oorskry, vir doeleindes van die berekening van die uurloon ooreenkomstig klousule 7.6.4, werkure per werkweek van die werknemer geag word 45 uur te wees. Voorts met dien verstande dat sodanige werk aan die vooraafgoedkeuring van die Raad onderworpe is.

9.5.3 Indien 'n werknemer wat behoort tot 'n klas deur die Raad bepaal, oortyd werk en nie ooreenkomstig die bepalings van klousule 9.5.2 daarvoor vergoed word nie, word sodanige werknemer spesiale verlof met volle betaling, bereken teen 1 1/3 maal die getal ure wat deur die werknemer aldus gewerk is, deur die Raad toegestaan. Met dien verstande dat sodanige werk aan die vooraafgoedkeuring van die Raad onderworpe is.

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

9.5.4.1 10 uur gedurende enige werkweek;

9.5.4.2 drie uur op enige werkdag.

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

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

9.4.2 Subject to the provisions of clause 9.4.1, the Council shall compensate an employee who works on a public holiday that falls on a normal working day of such employee in accordance with clause 9.4.2.1 or clause 9.4.2.2 by—

9.4.2.1 paying such employee an additional amount, calculated at his hourly rate in accordance with clause 7.6.4, in respect of the number of hours so worked, or an amount equal to his daily wage determined in accordance with clause 7.6.3, whichever is the greater; or

9.4.2.2 granting such employee an additional working day's vacation leave, in addition to his annual accrual and also an additional amount calculated at 1/3 times his hourly wage, determined in accordance with clause 7.6.4, in respect of the number of hours worked by him on such public holiday.

9.4.3 Subject to the provisions of clause 9.4.1, the Council shall compensate an employee who works on a public holiday, where such public holiday falls on the day that is not normally a working day for the employee, in accordance with the provisions of clause 9.3 that are *mutatis mutandis* applicable to him.

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

9.5 Overtime:

9.5.1 The Council may require any employee to work overtime.

9.5.2 In the event of an employee working overtime, excluding an employee belonging to a class determined by the Council, the Council shall remunerate such employee at a rate of 1 1/3 times his hourly wage, determined in accordance with clause 7.6.4, in respect of the number of hours so worked. Provided that, in the event of such overtime involving emergency work and the normal working hours per working week of such employee exceeding 45 hours, for the purpose of calculating the hourly rate in accordance with clause 7.6.4, the working hours per working week of the employee shall be assumed to be 45 hours. Provided further that such work shall be subject to the prior approval of the Council.

9.5.3 In the event of an employee belonging to a class determined by the Council working overtime and not being compensated in accordance with the provisions of clause 9.5.2, such employee shall be granted special leave by the Council with full pay, calculated at 1 1/3 times the number of hours so worked by the employee. Provided that such work shall be subject to the prior approval of the Council.

9.5.4 The Council may not require or allow an employee, with the exception of a guard, a security guard and an employee who attends meetings or performs emergency work, to work for a longer period of overtime than—

9.5.4.1 10 hours during any working week;

9.5.4.3 three hours on any working day.

9.5.5 The Council may not require or allow a guard or a security guard to work overtime for a longer period than 12 hours during any working week.

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

9.6 Gereedheidsdiens:

Wanneer 'n werknemer by besluit van die Raad hom op 'n gereedheidsgrondslag beskikbaar moet stel vir aktiewe oortyd diens buite normale werkure, is hy geregtig op 'n gereedheidsdienstoelae wat soos volg bereken word:

Jaarlikse kerf van werknemer $\div 250 \div 9 =$ dagtarief

(a) Maandag tot Vrydag $= 5 \times$ dagtarief

(b) Saterdag $= 1,3 \times$ dagtarief

(c) Sondag $= 2 \times$ dagtarief:

Met dien verstande dat die toelae nie geïnkorporeer mag word in of afgeskryf mag word teen enige vergoeding vir oortyd nie.

KLOUSULE 10: DISSIPLINÊRE PROSEDURE**10.1 Wangedrag:**

10.1.1 'n Werknemer word geag aan wangedrag skuldig te wees as hy—

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

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

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

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

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

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

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

10.1.1.8 korrupsie pleeg of omkoopgeld of middele aanneem; of

10.1.1.9 die Raad se eiendom wederregtelik toëien of dit opsetlik of op nalatige wyse in gevaar stel of beskuldig of op onbehoorlike of ongeoorloofde wyse gebruik of laat gebruik; of

10.1.1.10 sonder verlof of geldige rede van sy kantoor of werkplek afwesig is; of

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

10.1.1.12 betalende werk buite die Raad se diens verrig of hom daartoe verbind voordat hy eers die toestemming van die Raad gevra en verkry het, of enige voorwaardes waarop sodanige toestemming deur die Raad verleen is, oortree; of

10.1.1.13 enige werknemer van die Raad aanrand, poog om hom aan te rand, of hom intimideer.

10.2 Dissiplinêre kode:

10.2.1 Wanneer enige persoon 'n beskuldiging van wangedrag teen 'n werknemer maak, moet die volgende procedure deur die Raad en die betrokke werknemer gevolg word, om sodoende die Raad en die werknemer se belange te beskerm: Met dien verstande dat waar die beskuldigde

9.6 Stand-by service:

When an employee, by resolution of the Council, makes himself available on a stand-by basis for active overtime service outside normal working hours, he shall be entitled to a stand-by allowance calculated on the following basis:

Annual notch of incumbent $\div 250 \div 9 =$ daily tariff

(a) Monday to Friday $= 5 \times$ daily tariff

(b) Saturday $= 1,3 \times$ daily tariff

(c) Sunday $= 2 \times$ daily tariff:

Provided that the allowance shall not be incorporated in or written off against any compensation for overtime.

CLAUSE 10: DISCIPLINARY PROCEDURE**10.1 Misconduct:**

10.1.1 An employee shall be regarded as being guilty of misconduct if he—

10.1.1.1 intentionally infringes a provision of this Agreement or fails to comply therewith; or

10.1.1.2 intentionally acts, or fails to act in a manner detrimental to the Council, its discipline or efficiency, or instigates or permits such action; or

10.1.1.3 fails to obey, disregards or intentionally neglects to perform a legal instruction given to him by somebody with the authority to give such instruction, or by word or deed makes himself guilty of insubordination; or

10.1.1.4 is negligent or tardy in the execution of his duties; or

10.1.1.5 conducts himself in a shameful, improper, unseemly or dishonest manner; or

10.1.1.6 uses intoxicating liquor or drugs to such an extent that he is not able properly to execute his duties; or

10.1.1.7 except in the execution of his duties, discloses or uses information obtained in the course of his duties without the prior consent of the Council; or

10.1.1.8 commits corruption or accepts any bribe; or

10.1.1.9 wrongfully appropriates the Council's property or intentionally or negligently exposes it to danger or damages it or uses it in an improper or unauthorised manner or allows it to be so used; or

10.1.1.10 is absent from his office or workplace without prior leave or valid reason; or

10.1.1.11 willingly and knowingly makes an inaccurate or false declaration to benefit himself in his position or to prejudice the Council's service or someone in the Council's service or to detract from the Council's service; or

10.1.1.12 undertakes work for remuneration outside of the Council's service or commits himself to such work before seeking and obtaining the Council's prior consent, or infringing any conditions under which the Council grants such consent; or

10.1.1.13 assaults an employee of the Council, attempts to assault him, or intimidates him.

10.2 Disciplinary code:

10.2.1 When anyone lodges an accusation of misconduct against an employee, the following procedure shall be followed by the Council and the employee concerned in order to serve the interests of both the Council and the employee: Provided that where the accused employee is a Departmen-

werknemer 'n Departementshoof is, die handelinge wat andersins ooreenkomstig hierdie klousule deur die Departementshoof of Stadsklerk of hul gevolmagtigdes uitgevoer moet word, deur die Stadsklerk en Voorsitter van die Raad of hul gevolmagtigdes onderskeidelik uitgevoer word:

10.2.1.1 Enige beskuldiging teen 'n werknemer moet mondelings of skriftelik by die betrokke Departementshoof of sy gevolmagtigde aanhangig gemaak word: Met dien verstande dat die Departementshoof of sy gevolmagtigde kan vereis dat sodanige beskuldiging skriftelik ingedien moet word;

10.2.1.2 enige beskuldiging wat teen 'n werknemer by sy Departementshoof of sy gevolmagtigde aanhangig gemaak word, moet deur die Departementshoof of sy gevolmagtigde ondersoek word en daar moet besluit word of die beskuldiging 'n dissiplinêre verhoor regverdig, al dan nie;

10.2.1.3 indien die persoon wat die beskuldiging teen die werknemer aanhangig gemaak het nie met die bevinding van die Departementshoof of sy gevolmagtigde saamstem nie, kan sodanige persoon die beskuldiging mondelings of skriftelik by die Stadsklerk aanhangig maak;

10.2.1.4 enige beskuldiging wat teen 'n werknemer by die Stadsklerk ingevolge klousule 10.2.1.3 aanhangig gemaak word, moet deur die Stadsklerk of sy gevolmagtigde ondersoek word en daar moet besluit word of die beskuldiging 'n dissiplinêre verhoor regverdig, al dan nie.

10.2.1.5 Wanneer die Stadsklerk of sy gevolmagtigde ooreenkomstig klousule 10.2.1.4 of die Departementshoof of sy gevolmagtigde ooreenkomstig klousule 10.2.1.2, na gelang van die geval, besluit dat die beskuldiging teen 'n werknemer 'n dissiplinêre verhoor regverdig, moet die betrokke Departementshoof of sy gevolmagtigde 'n aanklag van wangedrag ingevolge klousule 10.2.1.6 of klousule 10.2.1.8 teen sodanige werknemer instel: Met dien verstande dat indien die Stadsklerk of sy gevolmagtigde gelas dat die betrokke aanklag ingevolge klousule 10.2.1.8 ingestel moet word, die betrokke Departementshoof of sy gevolmagtigde dienoreenkomstig moet optree.

10.2.1.6 Waar 'n Departementshoof of sy gevolmagtigde van mening is dat die tugmaatreëls wat ingevolge klousule 10.2.1.6.5 deur hom ingestel kan word, voldoende sal wees indien die beskuldigde werknemer aan die beweerde wangedrag skuldig bevind sou word, moet hy 'n aanklag van wangedrag ooreenkomstig die volgende prosedure teen sodanige werknemer instel:

10.2.1.6.1 Die Departementshoof of sy gevolmagtigde, wat 'n werknemer in sy departement of 'n persoon deur die Raad aangewys mag wees en skriftelik deur die Departementshoof daartoe gelas is (hieronder die aanklaer genoem), kan 'n werknemer in die betrokke departement onder sy handtekening van wangedrag aankla;

10.2.1.6.2 die aanklag bedoel in klousule 10.2.1.6.1 moet binne 10 werkdag vanaf die datum waarop die Stadsklerk of sy gevolmagtigde ooreenkomstig klousule 10.2.1.4 of die Departementshoof of sy gevolmagtigde ooreenkomstig klousule 10.2.1.2, na gelang van die geval, besluit het dat die beskuldiging 'n dissiplinêre ondersoek regverdig, deur die aanklaer aan die aangeklaagde werknemer bestel of laat bestel word, tensy anders ooreengekom word;

10.2.1.6.3 die aanklag moet die datum, tyd en plek van die dissiplinêre verhoor meld, welke datum binne 10 werkdag vanaf die datum van die aanklag moet wees, en moet 'n uiteensetting van die beweerde wangedrag bevat.

tal Head, actions which would otherwise be executed by the Departmental Head or the Town Clerk or their assignees, shall be executed by the Town Clerk and the Chairman of the Council or their assignees respectively;

10.2.1.1 Any accusation against an employee shall be laid before the relevant Departmental Head or his assignee verbally or in writing: Provided that the Departmental Head or his assignee may require that such accusation be submitted in writing;

10.2.1.2 any accusation against an employee that has been laid before his Departmental Head or his assignee, shall be investigated by the Departmental Head or his assignee, who shall decide if the accusation justifies a disciplinary enquiry or not;

10.2.1.3 in the event of the person making the accusation against the employee not being satisfied with the ruling of the Departmental Head or his assignee, such complainant may lay the accusation verbally or in writing before the Town Clerk;

10.2.1.4 any accusation against an employee laid before the Town Clerk in terms of clause 10.2.1.3, shall be investigated by the Town Clerk or his assignee, who shall decide whether the accusation justifies a disciplinary enquiry or not.

10.2.1.5 Once the Town Clerk or his assignee in terms of clause 10.2.1.4, or the Departmental Head or his assignee in terms of clause 10.2.1.2, as the case may be, rules that the accusation against the employee justifies a disciplinary enquiry, the Departmental Head concerned or his assignee shall lay a charge of misconduct in terms of clause 10.2.1.6 or clause 10.2.1.8 against such employee: Provided that if the Town Clerk or his assignee so instructs, the Departmental Head concerned or his assignee shall lay a charge of misconduct in terms of clause 10.2.1.8.

10.2.1.6 Where a Departmental Head or his assignee is of the opinion that the disciplinary measures that may be instituted in terms of clause 10.2.1.6.5 would be sufficient if the accused employee is found guilty of the alleged misconduct, he shall lay a charge of misconduct against such employee in terms of the following procedure:

10.2.1.6.1 The Departmental Head or his assignee, who may be an employee in his department or a person designated by the Council and authorised thereto in writing by the Departmental Head, (hereinafter referred to as the prosecutor) may charge an employee in the particular department of misconduct under his hand;

10.2.1.6.2 unless otherwise agreed, the prosecutor shall serve the charge referred to in clause 10.2.1.6.1 on the accused employee, or cause it to be served, within 10 working days from the date on which the Town Clerk or his assignee in terms of clause 10.2.1.4, or the Departmental Head or his assignee in terms of clause 10.2.1.2, as the case may be, rules that the accusation justifies a disciplinary enquiry;

10.2.1.6.3 the charge shall state the date, time and place of the disciplinary enquiry, which date shall be within 10 working days from the date on which the charge was served, and shall contain an exposition of the alleged misconduct.

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

10.2.1.6.5 Indien die werknemer die aanklag erken, of die Departementshoof of sy gevolmagtigde, nadat hy die bepalings van klousule 10.2.1.8.5 wat *mutatis mutandis* van toepassing is, nagekom het, daarvan oortuig is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla word, kan hy die werknemer—

10.2.1.6.5.1 berispe; of

10.2.1.6.5.2 met 'n bedrag van hoogstens R200 beboet, welke boete verhaal kan word deur aftrekking van sodanige werknemer se betaling in die paaieimente wat die Raad bepaal en in die algemene fondse van die Raad gestort word: Met dien verstande dat die verhoor voor die oplegging van vonnis ingevolge klousule 10.2.1.6.5.1 of 2 in 'n verhoor ingevolge klousule 10.2.1.8 omskep kan word.

10.2.1.6.6 Indien die aangeklaagde werknemer deur sy Departementshoof of sy gevolmagtigde skuldig bevind word aan wangedrag en ooreenkomstig klousule 10.2.1.6.5 berispe of beboet word, moet sodanige Departementshoof of sy gevolmagtigde—

10.2.1.6.6.1 binne vyf werkdade vanaf die datum van sodanige skuldigbevinding die betrokke werknemer skriftelik per hand of per geregistreerde pos dienoooreenkomstig in kennis stel;

10.2.1.6.6.2 so gou doenlik na die datum waarop die appèltydperk van die betrokke werknemer, soos in klousule 10.2.1.7 gemeld, verstryk het sonder dat die werknemer appèl aangeteken het, die Raad dienoooreenkomstig in kennis stel, en moet sodanige kennisgewing deur die Raad op die persoonlike lêer van die betrokke werknemer geplaas word.

10.2.1.7 'n Werknemer teen wie daar ooreenkomstig klousule 10.2.1.6.5 opgetree is, kan binne 10 werkdade vanaf die datum van die kennisgewing in klousule 10.2.1.6.6.1 gemeld, teen die bevinding of die tugmaatreëls of beide die bevinding en die tugmaatreëls appèl aanteken deur aan die Stadsklerk of sy gevolmagtigde skriftelike kennis met volle opgaaf van redes te gee, en 'n afskrif van sodanige kennisgewing van appèl moet binne drie werkdade vanaf die datum van ontvangs daarvan deur die Stadsklerk of sy gevolmagtigde aan die betrokke Departementshoof of sy gevolmagtigde en die Appèlkomitee, soos in klousule 10.2.1.8.15 gemeld, gestuur word.

10.2.1.8 Waar 'n Departementshoof of sy gevolmagtigde van mening is dat die tugmaatreëls wat ingevolge klousule 10.2.1.6.5 deur hom ingestel kan word onvoldoende sal wees indien die beskuldigde werknemer aan die beweerde wangedrag skuldig bevind sou word, moet hy 'n aanklag van wangedrag ooreenkomstig die volgende prosedure teen sodanige werknemer instel: Met dien verstande dat 'n besluit om ingevolge klousule 10.2.1.6 op te tree te eniger tyd, en selfs nadat die verhoor reeds 'n aanvang geneem het, deur die Departementshoof of sy gevolmagtigde gewysig kan word in 'n besluit om ingevolge klousule 10.2.1.8 op te tree indien hy van oordeel is dat straf ingevolge klousules 10.2.1.6.5.1 en 10.2.1.6.5.2 waarskynlik ontoereikend sal wees:

10.2.1.8.1 Die Departementshoof of sy gevolmagtigde of sy gevolmagtigde moet die beskuldiging van wangedrag binne vyf werkdade vanaf die datum van sy besluit, soos in klou-

10.2.1.6.4 Should the employee admit the charge before or during the disciplinary enquiry, the employee shall be regarded as being guilty of the charge.

10.2.1.6.5 Should the employee admit the charge or the Departmental Head or his assignee, having observed the provisions of clause 10.2.1.8.5, which shall *mutatis mutandis* apply, be persuaded that the employee is guilty of the misconduct of which he has been accused, he may—

10.2.1.6.5.1 reprimand the employee; or

10.2.1.6.5.2 fine the employee with the amount not exceeding R200, which fine may be recovered by deduction from such employee's remuneration in instalments determined by the Council and to be paid into the general funds of the Council: Provided that before the penalty is imposed in terms of clause 10.2.1.6.5.1 or 2 the enquiry may be converted to an enquiry in terms of clause 10.2.1.8.

10.2.1.6.6 Should the accused employee be found guilty of misconduct by his Departmental Head or his assignee and be reprimanded or fined in terms of clause 10.2.1.6.5, such Departmental Head or his assignee shall—

10.2.1.6.6.1 within five working days from the date of such conviction, advise the employee concerned accordingly in writing by hand or by registered post;

10.2.1.6.6.2 as soon as reasonably feasible after the date on which the appeal period for the employee concerned, as set out in clause 10.2.1.7, has lapsed without employee having noted an appeal, advise the Council accordingly and such notice to the Council shall be placed on the personal file of the employee concerned.

10.2.1.7 An employee against whom action has been taken in terms of clause 10.2.1.6.5 may, within 10 working days from the date on which the notice referred to in clause 10.2.1.6.6.1 was served, note an appeal against the conviction or the disciplinary steps or both the conviction and the disciplinary steps by serving written notice on the Town Clerk or his assignee fully setting out the reasons for such appeal, and copy of such notice of appeal shall, within three working days from the date of receipt thereof by the Town Clerk or his assignee, be forwarded to the Departmental Head concerned or his assignee and the Appeal Committee, as referred to in clause 10.2.1.8.15.

10.2.1.8 Where a Departmental Head or his assignee is of the opinion that the disciplinary measures that may be instituted by him in terms of clause 10.2.1.6.5 would be insufficient, should the accused employee be found guilty of the alleged misconduct, he shall lay a charge of misconduct against such employee in terms of the following procedure: Provided that a decision to act in terms of clause 10.2.1.6 may at any time, and even after the enquiry has commenced, be altered by the Departmental Head or his assignee to a decision to act in terms of clause 10.2.1.8, should he be of the opinion that the penalty in terms of clauses 10.2.1.6.5.1 and 10.2.1.6.5.2 w.1.6.5.1 and 10.2.1.6.5.2 would probably be insufficient:

10.2.1.8.1 The Departmental Head or his assignee shall, within five working days from the date of his decision, as intended in clause 10.2.1.5, or from

sule 10.2.1.5 beoog, of vanaf die datum van ontvangs van 'n kennisgewing of lasgewing van die Stadsklerk, of sy gevolmagtigde, soos in klousule 10.2.1.4 of 10.2.1.5 beoog, skriftelik na 'n Tugkomitee wat deur die Raad aangestel is, verwys;

10.2.1.8.2 enige skriftelike verwysing na 'n Tugkomitee, soos in klousule 10.2.1.8.1 beoog, geskied aan die Voorsitter van die betrokke Tugkomitee: Met dien verstande dat waar die Voorsitter van die betrokke Tugkomitee nie 'n werknemer van die Raad is nie, die verwysing aan die Stadsklerk of sy gevolmagtigde geskied;

10.2.1.8.3 die Voorsitter van 'n Tugkomitee of die Stadsklerk of sy gevolmagtigde, na gelang van die geval, moet die beskuldiging van wangedrag, soos vervat in die skriftelike verwysing in klousule 10.2.1.8.2 gemeld, binne vyf werkdade vanaf die datum van ontvangs na 'n persoon wat deur sodanige Voorsitter of die Stadsklerk of sy gevolmagtigde aangewys word (hieronder die aanklaer genoem), verwys en hom gelas om die beskuldigde werknemer aan te kla;

10.2.1.8.4 die aanklaer moet binne 10 werkdade, tensy anders ooreengekom word, vanaf die datum van die lasgewing in klousule 10.2.1.8.3 gemeld, 'n aanklag opstel wat 'n uiteensetting van die beweerde wangedrag bevat, en die aangeklaagde werknemer en sy vakvereniging, werkeraad of verteenwoordiger, na gelang van die geval, van 'n afskrif van sodanige aanklag tesame met 'n skriftelike kennisgewing van die datum, tyd en plek van die dissiplinêre verhoor, wat minstens vyf werkdade en hoogstens 21 werkdade na die datum van sodanige kennisgewing moet wees, voorsien: Met dien verstande dat sodanige kennisgewingstydperk korter kan wees indien die betrokke werknemer daartoe instem.

10.2.1.8.5 By die dissiplinêre verhoor—

10.2.1.8.5.1 mag geen persoon wat die beskuldiging aanhangig gemaak het of wat die beskuldiging ondersoek het of wat as aanklaer in verband met die beweerde wangedrag optree of wat getuie is lewer of wat tydens 'n vorige dissiplinêre verhoor in verband met dieselfde aanklag gemoeid was, 'n lid van die Tugkomitee of Appèlkomitee, na gelang van die geval, wees nie;

10.2.1.8.5.2 word getuie van die beweerde wangedrag gelei en argumente ter stawing daarvan aangevoer deur die aanklaer en het hy die reg om die aangeklaagde werknemer, indien hy getuie is afle, en enige persoon wat deur of namens die aangeklaagde werknemer as getuie opgeroep is, onder kruisverhoor te neem en alle dokumente wat deur of namens die aangeklaagde werknemer as getuie is voorgelê is, deur te lees;

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

10.2.1.8.5.4 het die Kaaplandse Plaaslike Owerhede Werkgewersorganisasie die reg om verteenwoordig te wees, net soos die vakvereniging die reg het om verteenwoordig te wees;

the date of receipt of a notice of instruction from the Town Clerk or his assignee, as intended in clause 10.2.1.4 or 10.2.1.5, refer the accusation of misconduct in writing to a Disciplinary Committee appointed by the Council;

10.2.1.8.2 any written referral to a Disciplinary Committee, as intended in clause 10.2.1.8.1, shall be directed to the Chairman of the Disciplinary Committee concerned: Provided that where the Chairman of the Disciplinary Committee concerned is not an employee of the Council, the referral shall be made to the Town Clerk or his assignee;

10.2.1.8.3 the Chairman of a Disciplinary Committee or the Town Clerk or his assignee, as the case may be, shall within five working days from the date of receipt refer the accusation of misconduct, as contained in the written referral referred to in clause 10.2.1.8.2, to a person (hereinafter referred to as the prosecutor) who has been appointed by such Chairman or the Town Clerk or his assignee and instruct him to prosecute the accused employee;

10.2.1.8.4 unless otherwise agreed, the prosecutor shall, within 10 working days from the date on which instruction was given in terms of clause 10.2.1.8.3, draft a charge setting out the alleged misconduct, and furnish the accused employee and his trade union, works committee or representative, as the case may be, with a copy of such charge, together with a written notice of the date, time and place of the disciplinary enquiry, which shall be at least five working days and not more than 21 working days from the date of such notice: Provided that such notice period may be shorter where the employee agrees thereto.

10.2.1.8.5 At the disciplinary enquiry—

10.2.1.8.5.1 no person who initiated the accusation or who investigated the accusation, or who acts as prosecutor in respect of the alleged misconduct or who leads evidence or who was involved in an earlier disciplinary enquiry in respect of the same charge or charges, shall be a member of the Disciplinary Committee or Appeal Committee, as the case may be;

10.2.1.8.5.2 the prosecutor shall lead evidence of the alleged misconduct and put forward arguments in support thereof and shall have the right to cross-examine the accused employee, should he give evidence, and any person who is called by or on behalf of the accused employee as a witness, and to scrutinise all documents that are submitted by or on behalf of the accused employee as evidence;

10.2.1.8.5.3 the accused employee shall have the right to be present and to be heard, whether in person and/or through his trade union or works committee or by a representative of his choice, and he or such representative shall have the right to cross-examine any person called as witness in support of the charge, to scrutinise all documents presented and submitted as evidence and to call witnesses, and the accused employee shall also have the right to give evidence himself;

10.2.1.8.5.4 the Cape Province Local Authority Employers' Organisation shall have the right to be represented, as the trade union shall have the right to be represented;

10.2.1.8.5.5 moet die Tugkomitee notule hou van die verrigtinge by die verhoor en van alle getuienis wat aldaar afgelê is: Met dien verstande dat die notule gehou kan word in die vorm van 'n elektromagnetiese band.

10.2.1.8.6 Die versuim van die aangeklaagde werknemer om persoonlik of deur 'n verteenwoordiger by die verhoor teenwoordig te wees, maak nie die verrigtinge ongeldig nie.

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

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

10.2.1.8.9 Indien die Tugkomitee, nadat hy die getuies, pleidooie en argumente ter ondersteuning van die aanklag en ter verdediging van die werknemer aangehoor het, van mening is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla is, kan die Tugkomitee na die aanhoor van getuienis ter versagting en/of verswaring een of meer van die volgende tugmaatreëls opleë:

10.2.1.8.9.1 Die werknemer berispe;

10.2.1.8.9.2 die werknemer met 'n bedrag van hoogstens R500 beboet, welke boete verhaal kan word deur aftrekking van sy betaling in die paaie-mente wat die Komitee bepaal;

10.2.1.8.9.3 die werknemer oorplaas na 'n ander pos in die Raad se diens;

10.2.1.8.9.4 die werknemer degradeer na 'n ander pos in die Raad se diens;

10.2.1.8.9.5 die werknemer se salarisverhoging vir 'n bepaalde tydperk, wat nie 12 maande oorskry nie, terughou;

10.2.1.8.9.6 die werknemer se toekomstige salarisskaalaanpassing vir 'n tydperk, wat nie 24 maande oorskry nie, bevries;

10.2.1.8.9.7 die werknemer ontslaan;

10.2.1.8.9.8 die werknemer se vonnis soos in klousules 10.2.1.8.9.2 tot 10.2.1.8.9.7 vervat, op voorwaardes deur die Tugkomitee bepaal, vir 'n tydperk van hoogstens 24 maande opskort.

10.2.1.8.10 Die aangeklaagde werknemer, die betrokke Departementshoof en die Stadsklerk of sy gevolmagtigde moet binne vyf werkdade vanaf die datum van die afhandeling van die verhoor deur die Voorsitter van die Tugkomitee skriftelik van die bevinding van die Komitee in kennis gestel word.

10.2.1.8.5.5 the Disciplinary Committee shall keep minutes of the proceedings at the enquiry and of all evidence that is lead there: Provided that the minutes may be kept in the form of an electromagnetic tape.

10.2.1.8.6 The failure of the accused employee to be present personally at the enquiry or by a representative shall not invalidate the proceedings.

10.2.1.8.7 The acquittal or conviction of an employee by a court of law on a charge of a criminal offence shall not prohibit steps in terms of this clause on a charge of misconduct against him, notwithstanding the fact that the facts set out in the charge of misconduct, should they be proven, would constitute the offence set out in the criminal charge on which he has been so acquitted or convicted or another offence of which he could have been found guilty at his trial on the aforementioned criminal charge.

10.2.1.8.8 If the misconduct of which the employee has been accused, constitutes an offence of which he has been found guilty by a court of law, a certified copy of the record of his trial and conviction by that court, after the employee has been identified as the person referred to in such record, shall constitute sufficient proof that he has been found guilty of such offence, unless the conviction has been set aside by a higher court or an appeal against such conviction is pending before a higher court.

10.2.1.8.9 Should the Disciplinary Committee, having heard the evidence, pleas and arguments in support of the charge and in defence of the employee, be of the opinion that the employee is guilty of the misconduct of which he has been charged, the Disciplinary Committee may, after hearing evidence in mitigation and/or in aggravation, impose one or more of the following disciplinary measures:

10.2.1.8.9.1 Reprimand the employee;

10.2.1.8.9.2 fine the employee to a maximum of R500, which fine may be recovered by deduction from his remuneration in instalments determined by the Committee;

10.2.1.8.9.3 transfer the employee to another post in the Council's service;

10.2.1.8.9.4 demote the employee to another post in the Council's service;

10.2.1.8.9.5 withhold the employee's salary adjustment for a determined period, which shall not exceed 12 months;

10.2.1.8.9.6 freeze the employees future salary scale increments for a period, which shall not exceed 24 months;

10.2.1.8.9.7 dismiss the employee;

10.2.1.8.9.8 suspend the employee's sentence as set out in clauses 10.2.1.8.9.2 to 10.2.1.8.9.7 under such conditions as the Disciplinary Committee may determine, for a period not exceeding 24 months.

10.2.1.8.10 The Chairman of the Disciplinary Committee shall, within five working days from the date of conclusion of the enquiry, advise the accused employee, the Departmental Head concerned and the Town Clerk or his assignee in writing of the finding of the Committee.

10.2.1.8.11 Die Departementshoof of sy gevolmagtigde moet so gou doenlik na die datum waarop die appèltydperk van die betrokke werknemer soos in klousule 10.2.1.8.14 gemeld, verstryk het sonder dat die werknemer appèl aangeteken het, die Raad dienoreenkomstig in kennis stel, en sodanige kennisgewing deur die Raad moet op die persoonlike lêer van die betrokke werknemer geplaas word.

10.2.1.8.12 Die rekord van die verrigtinge of 'n afskrif daarvan moet aan die aangeklaagde werknemer, so gou moontlik nadat hy daarom aansoek gedoen het maar uiters 10 werksdae na die aansoek deur die Tugkomitee aan hom verskaf word, tensy daar anders ooreengekom is: Met dien verstande dat daar geen outomatiese reg op 'n verbatimweergawe is nie.

10.2.1.8.13 Indien 'n werknemer vrywillig uit die Raad se diens tree voordat hy ooreenkomstig klousule 10.2.1.8.9 van die wangedrag waarvan hy aangekla is, skuldig bevind of daarvoor gestraf word, word verdere tugstappe teen hom opgeskort en word enige betaling tot op die datum van sy uitdienstrede wat ooreenkomstig klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal, behoudens enige verhaalreg waaroor die Raad beskik.

10.2.1.8.14 'n Werknemer teen wie daar ooreenkomstig klousule 10.2.1.8.9 opgetree is, kan binne 10 werksdae, vanaf die datum van die kennisgewing in klousule 10.2.1.8.10 gemeld, teen die bevinding of die tugmaatreëls of beide appèl aanteken deur aan die Stadsklerk of sy gevolmagtigde skriftelike kennis met volle opgawes van redes te gee, en 'n afskrif van sodanige kennisgewing van appèl moet binne vyf werksdae vanaf die datum van ontvangs daarvan deur die Stadsklerk of sy gevolmagtigde aan die betrokke Departementshoof of sy gevolmagtigde afgevaardigde en die Appèlkomitee, soos in klousule 10.2.1.8.15 gemeld, gestuur word.

10.2.1.8.15 Waar 'n werknemer ingevolge klousules 10.2.1.7 of 10.2.1.8.14 appèl aanteken, word die volgende prosedure gevolg:

10.2.1.8.15.1 Die appèl van 'n werknemer word as 'n *de novo* dissiplinêre verhoor deur 'n Appèlkomitee wat deur die Raad aangestel is en wat 'n hoër gesag is as die betrokke Departementshoof of sy gevolmagtigde of die betrokke Tugkomitee teen wie se bevinding en/of tugmaatreëls appèl aangeteken word, verhoor: Met dien verstande dat waar die Raad van mening is dat dit nie nodig is om 'n *de novo*-verhoor te hou nie die Appèlkomitee slegs verhoë/argumente sal aanhoor sonder 'n *de novo*-verhoor: Voorts met dien verstande dat die betrokke werknemer of sy verteenwoordiger die reg van aanveging ingevolge die Wet op Arbeidsverhoudinge, 1956, het en dat die oorkonde van die vorige verhoor volgens ooreenkoms aan die Appèlkomitee beskikbaar gestel word;

10.2.1.8.15.2 enige skriftelike verwysing na 'n Appèlkomitee geskied aan die Voorsitter;

10.2.1.8.15.3 die Voorsitter van 'n Appèlkomitee moet 'n persoon wat tydens die verhoor as aanklaer sal optree, aanstel en sodanige aanklaer, en die aangeklaagde werknemer of verteenwoordiger, na gelang van die geval, skriftelik in kennis stel van die datum, tyd en plek van die verhoor, wat binne 10 werksdae vanaf die datum waarop die kennisgewing van appèl deur die Stadsklerk of sy gevolmagtigde ontvang is, moet plaasvind;

10.2.1.8.11 The Departmental Head or his assignee shall, as soon as possible after the date on which the appeal period of the employee concerned as set out in clause 1.2.1.8.14 has lapsed without the employee having noted an appeal, advise the Council accordingly and such notice shall be placed on the personal file of the employee concerned by the Council.

10.2.1.8.12 The record of the proceedings or a copy thereof shall be furnished by the Disciplinary Committee to the accused employee as soon as possible, but not later than 10 working days after he has applied therefor, unless otherwise agreed: Provided that there shall be no automatic right to a verbatim record.

10.2.1.8.13 Should an employee voluntarily resign from the Council's service before he is charged, found guilty or punished in terms of clause 10.2.1.8.9, further internal disciplinary measures against him shall be suspended and any payments withheld from him until the date of his resignation in terms of clause 10.3.2 shall be paid to him, subject to any right of recovery which the Council may have.

10.2.1.8.14 An employee against whom action has been taken in terms of clause 10.2.1.8.9, may within 10 working days from the date of the notice referred to in clause 10.2.1.8.10, note an appeal against the finding or the disciplinary measures or both, by furnishing written notice of appeal with full reasons to the Town Clerk or his assignee, and the Town Clerk or his assignee shall, within five working days of receipt of such notice, furnish a copy thereof to the Departmental Head concerned or his authorised assignee and the Appeal Committee, as referred to in clause 10.2.1.8.15.

10.2.1.8.15 Where an employee notes an appeal in terms of clauses 10.2.1.7 or 10.2.1.8.14, the following procedure shall be followed:

10.2.1.8.15.1 The appeal of an employee shall be heard as a *de novo* disciplinary enquiry by an Appeal Committee appointed by the Council and having higher authority than the Departmental Head concerned or his assignee or the Disciplinary Committee concerned against whose finding and/or disciplinary measures the appeal is being lodged: Provided that where the Council is of the opinion that it is not necessary to hold a *de novo* enquiry the Appeal Committee shall merely entertain representations/arguments without a *de novo* enquiry: Provided further that the employee concerned or his representative shall have the right in terms of the Labour Relations Act, 1956, to contest such decision and that the record of the previous enquiry shall be made available to the Appeal Committee by agreement;

10.2.1.8.15.2 any written referral to the Appeal Committee shall be directed to the Chairman;

10.2.1.8.15.3 the Chairman of the Appeal Committee shall appoint a person who shall act as prosecutor during the enquiry and shall inform such prosecutor and the accused employee or his representative, as the case may be, in writing of the date, time and place of the enquiry, which shall take place within 10 working days from the date on which the notice of appeal is received by the Town Clerk or his assignee;

10.2.1.8.15.4 die bepalings van klousules 10.2.1.8.5 tot 10.2.1.8.13 is *mutatis mutandis* van toepassing op 'n Appèlkomitee;

10.2.1.8.15.5 'n werknemer teen wie daar ooreenkomstig klousule 10.2.1.8.9 deur 'n Appèlkomitee opgetree is, kan die bevinding, tugmaatreëls en handelinge van die Appèlkomitee in die Nywerheidsraad bestry.

10.2.1.8.16 Wanneer 'n kennisgewing, verklaring of ander dokumente ingevolge die voormelde procedure aan 'n persoon gegee, verstrek of beteken moet word of 'n saak skriftelik aan so 'n persoon meegedeel moet word, moet so 'n kennisgewing, verklaring, dokument of mededeling per geregistreerde pos aan hom gestuur of aan hom afgelewer of per hand of per faks by sy laaste adres soos deur hom verstrek is, gelaat word.

10.3 Skorsing:

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

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

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

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

10.3.4.1 ooreenkomstig die bepalings van klousule 10.2.1.8.9, uitgesonderd klousule 10.2.1.8.9.7, gestraf word, moet hy onverwyld toegelaat word om weer diens te aanvaar en moet enige salaris vir die tydperk van sy skorsing wat ooreenkomstig klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal word;

10.3.4.2 ooreenkomstig die bepalings van klousule 10.2.1.8.9.7 gestraf word, moet enige salaris tot op die datum van sy ontslag of uitdienstrede wat ooreenkomstig klousule 10.3.2 nie aan hom betaal is nie, aan hom betaal word, behoudens enige verhaalreg waaroor die Raad beskik.

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

KLOUSULE 11: DIENSBEËINDIGING

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

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

10.2.1.8.15.4 the provisions of clauses 10.2.1.8.5 to 10.2.1.8.13 shall *mutatis mutandis* apply to an Appeal Committee;

10.2.1.8.15.5 an employee against whom an Appeal Committee has acted in terms of clause 10.2.1.8.9 may contest the finding, disciplinary steps and actions of the Appeal Committee in the Industrial Council.

10.2.1.8.16 When a notice, declaration or other document in terms of the above-mentioned procedure is required to be given, furnished to or served on a person or such person is required to be advised of a matter in writing, such notice, declaration, document or advice shall be sent to him by certified mail or delivered to him or left by hand or by fax at his last address as furnished by him.

10.3 Suspension:

10.3.1 At any time before or after an employee has been charged with misconduct, the Council may suspend such employee if it is of the view that the Council's interests would be prejudiced if the employee continued with his duties at that stage.

10.3.2 An employee suspended in terms of clause 10.3.1 shall be entitled to his full salary for the period of his suspension, unless the Council is of the opinion that it would be contrary to the Council's interests to remunerate the employee at his full salary, in which event the Council may instruct that his salary shall be fully or partially withheld. Should such employee not receive his full salary, he may undertake other work for remuneration.

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

10.3.4 If an employee suspended in terms of clause 10.3.1—

10.3.4.1 is punished in terms of the provisions of clause 10.2.1.8.9, excluding clause 10.2.1.8.9.7, he shall be allowed forthwith to resume his duties and any salary withheld from him in terms of clause 10.3.2 during his suspension shall be paid to him;

10.3.4.2 is punished in terms of the provisions of clause 10.2.1.8.9.7, any salary until the date of his dismissal or resignation which has been withheld from him in terms of clause 10.3.2, shall be paid to him, subject to any right of recovery as the Council may have.

10.3.5 The Council may, at any time, withdraw the suspension and notwithstanding such withdrawal, the proceedings in connection with the charge may be continued.

CLAUSE 11: TERMINATION OF SERVICE

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

11.1.1 The attainment of the pensionable age prescribed by the relevant municipal pension fund or, where an employee is not a contributory member of such fund, at the attainment of the pensionable age as prescribed by the Regulations of the fund of which he would normally have been a member in the event of him qualifying for such membership;

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

11.1.3 herorganisasie van die Raad se diens wat tot gevolg het dat die pos wat 'n werknemer beklee deur die Raad oorbodig verklaar en afgeskaf word;

11.1.4 die verbeuring van enige sertifikaat van bevoegdheid, lisensie of magtiging waarsonder die werknemer nie die pligte verbonde aan die pos wat hy beklee, mag verrig nie;

11.1.5 skuldigbevinding aan wangedrag ingevolge die bepalings van klousule 10 van hierdie Ooreenkoms;

11.1.6 wanneer 'n werknemer se kontrak van indienshouding met die Raad verstryk;

11.1.7 wanneer beide 'n werknemer en die Raad daartoe instem;

11.1.8 wanneer 'n werknemer kontrakbreuk pleeg, soos onder andere deur te staak of uit die Raad se diens te dros;

11.1.9 in die omstandighede in klousule 6.2.7.2.2 beoog;

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

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

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

11.3.1 in die geval van 'n permanente werknemer of 'n kontrakwerknemer wat lid van 'n munisipale pensioenfonds is, sodanige diensbeëindiging ooreenkomstig die bepalings van die Regulasies van die pensioenfonds geskied: Voorts met dien verstande dat aan sodanige werknemer minstens drie werkmaande skriftelik kennis van diensbeëindiging gegee word;

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

11.4 'n Werknemer wat sonder die Raad se toestemming of 'n rede wat vir die Raad aanvaarbaar is, vir 'n langer tydperk as drie agtereenvolgende werkdade afwesig is en sonder dat die Raad gedurende sodanige tydperk van die rede daarvoor in kennis gestel is, word, tensy die Raad anders besluit, as gedros beskou vanaf die datum van die eerste werkdag waarop hy aldus afwesig was, en sodanige droster verbeur enige betaling wat deur die Raad ten opsigte van die lopende werkmaand, twee werkweke of werkweek, na gelang van die besoldigings tydperk van die werknemer, aan hom verskuldig sou gewees het indien hy nie gedros het nie.

11.1.2 continuous poor health or continuous physical weakness of such employee which, in the opinion of a medical panel or dentist, results in him being incapable of effectively carrying out the duties attached to the post that he occupies;

11.1.3 a reorganisation of the Council's service resulting in the post occupied by the employee being made redundant or abolished by the Council;

11.1.4 the confiscation of any certificate of fitness, licence or authority without which the employee may not undertake the duties attached to the post that he occupies;

11.1.5 conviction on a charge of misconduct in terms of the provisions of clause 10 of this Agreement;

11.1.6 when an employee's contract of service with the Council expires;

11.1.7 when both the employee and the Council agree thereto;

11.1.8 when an employee commits breach of contract by, for instance, striking or absconding from the Council's service;

11.1.9 in the circumstances contemplated in clause 6.2.7.2.2;

11.1.10 when an employee, as a result of a sentence imposed by a competent court, serves a sentence of imprisonment, excluding periodic imprisonment, on condition that his normal duties are not affected thereby.

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

11.3 Where a reorganisation of the Council's service has the result that the post occupied by an employee is declared redundant and abolished by the Council, the services of such employee may be terminated only in the event of the employee not, with his consent, being promoted, transferred or demoted to another post in the service of the Council: Provided that—

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

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

11.4 An employee who, without the consent of the Council or for a reason acceptable to the Council, is absent for a period longer than three successive working days without informing the Council of the reasons therefor during such period, shall be regarded, unless the Council otherwise determines, as having absconded from the date of the first working day he was absent, and such absconder shall forfeit any payment due to him by the Council in respect of the current working month, two weeks or working week, depending on the remuneration period of the employee, had he not absconded from the service of the Council.

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

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

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

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

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

11.6 Behoudens enige andersluidende bepaling van hierdie Ooreenkoms of tensy die Raad en die werknemer ooreenkom om 'n korter tydperk van kennisgewing van diensbeëindiging as wat ooreenkomstig hierdie klousule vereis word, te aanvaar, moet—

11.6.1 die Raad waar sodanige korter kennisgewing deur die Raad gegee is, aan die werknemer sy betaling ten opsigte van die tydperk waarmee die voorgeskrewe kennisgewingstydperk wat by hierdie klousule vereis word die korter tydperk van kennisgewing oorskry, betaal;

11.6.2 die werknemer, waar sodanige korter kennisgewing deur die werknemer gegee is, aan die Raad 'n bedrag gelykstaande met die salaris van sodanige werknemer ten opsigte van die tydperk waarmee die voorgeskrewe kennisgewingstydperk wat by hierdie klousule vereis word, die korter tydperk van kennisgewing oorskry, betaal, en kan die Raad sodanige bedrag uit enige gelde wat deur die Raad aan die werknemer verskuldig is, of op enige ander wyse wat die Raad mag bepaal, verhaal.

11.7 Tensy beide die Raad en die werknemer daartoe instem, mag enige termyn van kennisgewing van diensbeëindiging nie saamval met enige tydperk van goedgekeurde afwesigheidsverlof met volle of halwe besoldiging nie.

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

KLOUSULE 12: PERSONEELVERMINDERING/ SKEIDINGSPAKKET

12.1 Doel:

Die doel van hierdie klousule is om die riglyne, beginsels en prosedure wat in geval van personeel vermindering of -oortolligheid geld, uiteen te sit.

12.2 Riglyne:

12.2.1 Die Raad erken die belangrikheid van werksekeriteit en sal sover moontlik streef om deurlopend werk aan al sy werknemers te verskaf.

12.2.2 Die Raad onderneem om enige aksies wat tot inkorting van sy personeelsterkte sal lei in oorleg met die vakbond te onderneem.

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

11.5.1 One working day in the case of an employee who is paid daily;

11.5.2 a working week in the case of an employee who is paid weekly;

11.5.3 two working weeks in the case of an employee who is paid bi-weekly;

11.5.4 a working month in the case of an employee who is paid monthly.

11.6 Subject to any other provision to the contrary in this Agreement or unless the Council and the employee agree to accept a shorter period of notice of termination of service as may be required in terms of this clause—

11.6.1 the Council shall, where it gives such shorter period of notice, pay to the employee his remuneration in respect of the period by which the prescribed notice period required in terms of this clause exceeds the shorter period of notice;

11.6.2 the employee shall, where he gives such shorter period of notice, pay to the Council an amount equal to the salary of such employee in respect of the period by which the prescribed notice period required in terms of this clause exceeds the shorter period of notice, and the Council may recover such amount from any amounts due by the Council to the employee or in any other manner as the Council may determine.

11.7 Unless both the Council and the employee agree thereto, no term of notice of termination of service shall coincide with any period of approved leave of absence with full or half pay.

11.8 The expiration of a service contract of a contract employee shall not be regarded as termination of service, if the Council, before or on the date of expiration of such service contract, concludes a further service contract with such employee and such employee, on a date agreed upon with the Council, after expiration of the first-mentioned service contract with the Council, again enters into the service of the Council.

CLAUSE 12: RETRENCHMENT/SEVERANCE PACKAGE

12.1 Aim:

The aim of this clause is to lay down the guidelines, principles and procedures that shall apply in the case of retrenchment or redundancy.

12.2 Guidelines:

12.2.1 The Council acknowledges the importance of job security and will endeavour to provide work for all employees as far as possible.

12.2.2 The Council undertakes to settle any actions that will lead to the reduction of its established in conjunction with the trade union.

12.3 Ten spyte van paragraaf 12.2.2 word aanvaar en erken—

12.3.1 dat ekonomiese, tegnologiese en ander faktore hersiening van die grootte van die werksmagte mag meebring en dus oortolligheid of personeelvermindering onvermydelik kan maak;

12.3.2 dat die eise van doeltreffendheid, effektiwiteit en produktiwiteit, asook die herorganisasie van departemente en afdelings ten einde beter benutting van hulpbronne moontlik te maak, noodwendig tot personeelvermindering of -oortolligheid kan lei.

12.4 Sodra die werkgever oortuig is dat oortolligheid of personeelvermindering onvermydelik is, word kennis van sodanige moontlikheid aan die werknemers en/of hulle verteenwoordigers gegee.

12.5 Daar sal met werknemers of hulle vakvereniging indien hulle vakvereniginglede is, onderhandel word oor verwante aangeleenthede soos datum van oortolligheid of vermindering, en toepassing van die bepalings van hierdie klousule.

12.6 Werknemers word geraadpleeg oor alternatiewe en keuses wat hulle kragtens hierdie klousule het.

12.7 Indien personeelvermindering en/of -oortolligheid onvermydelik en/of noodsaaklik word, geld die beginsels en prosedures in hierdie klousule vervat.

12.8 Beginsels by personeelvermindering:

12.8.1 Personeelvermindering en/of -oortolligheid ontstaan wanneer daar nie meer 'n behoefte is aan die pos wat die werknemer beklee nie of gebrek aan fondse ondervind word om die diens te verrig.

12.8.2 Een of meer van die volgende maatreëls, maar nie uitsluitlik daartoe beperk nie, sal oorweeg en geïmplementeer word ten einde personeelvermindering en/of -oortolligheid te verminder of te voorkom:

12.8.2.1 Geen of beperkte indiensneming in die afdelings of seksies wat geaffekteer word;

12.8.2.2 vermindering van oortydwerk, indien moontlik, mits die lewering van noodsaaklike dienste nie nadelig geraak sal word nie;

12.8.2.3 oorplasing van werknemers na poste elders in die diens, mits 'n vakature bestaan en die werknemer bekwaam, in staat en bevoeg is om die werk verbonde aan die pos te verrig en hy/sy die pos aanvaarbaar vind;

12.8.3 vermindering van werknemers deur natuurlike uittasering;

12.8.4 vervroegde aftrede behoudens die bepalings van die statute van die Pensioenfonds waarvan die werknemer lid is;

12.8.5 vrywillige uitdienstreding op uitnodiging van die Raad met volle pakket soos hierin vervat;

12.8.6 personeelvermindering, sover moontlik beperk tot die afdeling waar dit genoodsaak word.

12.8.7 Plasing in vakatures elders in die diens geskied op die volgende voorwaardes:

12.8.7.1 dat die werknemer reeds oor genoegsame ondervinding of vaardighede beskik om rederlikerwys die pos waarin hy geplaas word suksesvol te beklee;

12.8.7.2 dat die werknemer 'n nuwe kontrak met die Raad sluit *ten opsigte van die pos* waarin die werknemer geplaas word;

12.3 Notwithstanding paragraph 12.2.2 it is accepted and acknowledged—

12.3.1 that economic, technological and other factors may cause a revision of the extent of the workforce and may therefore make redundancy or retrenchment inevitable;

12.3.2 that the demands of efficiency, effectiveness and productivity, as well as the reorganisation of departments and sections in order to make better use of resources may well lead to retrenchment or redundancy.

12.4 As soon as the employer is convinced that redundancy or retrenchment is inevitable, notice of such possibility shall be given to the employees and/or their representatives.

12.5 Negotiations shall be undertaken with employees or their trade union, if they are members of the trade union, on related matters such as the date of redundancy at retrenchment and the application of the provisions of this clause.

12.6 Employees shall be consulted with regard to alternatives and options that they have in terms of this clause.

12.7 If retrenchment and/or redundancy becomes inevitable and/or necessary the principles and procedures contained in this clause shall apply.

12.8 Principles with regard to retrenchment:

12.8.1 Retrenchment and/or redundancy arises when the need for the post occupied by an employee no longer exists, or a lack of funds is experienced in the rendering of services.

12.8.2 One or more of the following measures, but not exclusively confined to them, shall be considered and implemented in order to reduce or prevent retrenchment and/or redundancy:

12.8.2.1 No or limited employment in those departments or sections that are affected;

12.8.2.2 elimination of overtime work, if possible, on condition that the rendering of essential services will not be negatively affected;

12.8.2.3 the transfer of employees to positions elsewhere in the service, on condition that a vacancy exists and that the employee is qualified able and competent to perform the tasks related to the post and the post is acceptable to him/her;

12.8.3 reduction of employees by way of natural phasing-out;

12.8.4 early retirement, subject to provisions of the statutes of the Pension Fund of which the employee is a member;

12.8.5 voluntary retirement at the invitation of the Council with the full package as contained herein;

12.8.6 retrenchment, limited as far as possible to the section where it is imperative.

12.8.7 Transfer to vacancies elsewhere within the service shall take place on the following conditions:

12.8.7.1 That the employee has sufficient experience or skills reasonably to fill the post in which he is placed successfully;

12.8.7.2 that the employee enters into a new contract with the Council *with regard to the post* in which the employee is placed;

12.8.7.3 dat indien nie aan al die vereistes in klousules 12.8.7.1 en 12.8.7.2 voldoen word nie, die procedure met betrekking tot oortolligheid of personeelvermindering in werking tree.

12.9 Seleksiekriteria:

12.9.1. In geval van personeelvermindering of -oortolligheid sal objektiewe kriteria gebruik word om werknemers te selekteer.

12.9.2 Die identifisering van werknemers vir uitdienstreding sal plaasvind in ag genome die volgende beginsels maar nie uitsluitlik daartoe beperk nie:

12.9.2.1 Spesiale vaardighede, opleiding en ondervinding;

12.9.2.2 ouderdom en gesondheid;

12.9.2.3 diensrekord, met die voorbehoud dat gedokumenteerde bewyse gelewer word in verband met sake soos werkverrigting, bywoning, tydhouding en werkgedrag;

12.9.2.4 lengte van diens (LIEU).

12.9.3 'n Komitee bestaande uit 'n gelyke getal verteenwoordigers van die onderskeidelik die werknemers en die Raad word aangewys om die toepassing van die kriteria waarop besluit is, te monitor.

12.9.4 'n Werknemer wat ontevrede is met die toepassing van die kriteria kan binne sewe werkdade nadat hy kennis ontvang het van sy oortolligheid, na die komitee bedoel in klousule 12.9.3 appelleer.

12.10 Pakket:

12.10.1 In geval van personeelvermindering of oortolligheid sal werknemers wat verminder word die volgende uitdienstredingsvoordeel ontvang:

12.10.1.1 'n Amptenaar wat lid is van 'n pensioenfonds ontvang die volle pensioenvoordeel soos bepaal deur die reëls/statute van die betrokke pensioenfonds.

12.10.2 Kennis van diensbeëindiging geskied met een kalendermaand kennisgewing.

12.10.3 Indien die Raad dit verkies, of die werknemer met die instemming van die Raad dit verkies, kan die kennisgewingstydperk ten volle of gedeeltelik gewerk word met ontvangs van volle vergoeding (besoldiging en diensvoordele) vir die volle kennisgewingstydperk.

12.10.4 By diensbeëindiging word 'n bedrag gelykstaande met 'n verdere twee maande se salaris aan hom betaal (behuisingsubsidie, waar van toepassing, ingesluit);

of

volgens die keuse van die werknemer, vergoeding bereken volgens die volgende formule:

$$\frac{(\text{Ouderdom} \times 2) \times (\text{jare ononderbroke diens})}{40} = \text{getal weke}$$

Met dien verstande dat die getal weke vir die doel van bogenoemde formule bereken sal word op grond van werklike jare ononderbroke diens by die Raad, onderworpe aan 'n maksimum van 16 weke, watter ook al die grootste is, plus behuisingssubsidie, waar van toepassing, vir twee maande na diensbeëindiging.

12.10.5 Die 3 maande-kennisgewingsvoorskrifte met betrekking tot herorganisasie soos tans in die diensvoorwaardes vervat, word herroep en deur die voorskrifte in klousule 12.10.2 vervang.

12.10.6 Alle vakansieverlof tot 'n amptenaar se krediet word aan hom betaal.

12.10.7 Alle bonusse (insluitende langdiensbonusse aan persone wat reeds gekwalifiseer het) word *pro rata* uitbetaal.

12.8.7.3 that if all the requirements of clauses 12.8.7.1 and 12.8.7.2 are not met, (the procedure with regard to redundancy or retrenchment shall be effected.

12.9 Selection criteria:

12.9.1 In the case of retrenchment or redundancy, objective criteria shall be used to select employees.

12.9.2 The identification of employees for retirement shall take place with consideration of the following principles, but shall not be confined to these principles exclusively:

12.9.2.1 Special skills, training and experience;

12.9.2.2 age and health;

12.9.2.3 service record, with the proviso that documented proof shall be given with regard to matters such as performance, attendance, timing and conduct;

12.9.2.4 length of service (LIFO).

12.9.3 A committee that consists of an equal number of representatives of the employees and the Council shall be appointed to monitor the application of the criteria decided on.

12.9.4 An employee who is not satisfied with the application of the criteria may appeal within seven working days after he has received notice of his redundancy, to the committee referred to in clause 12.9.3.

12.10 Package:

12.10.1 In the event of retrenchment a redundancy employees who are reduced shall receive the following withdrawal benefit:

12.10.1.1 Any official who is a member of a pension fund will receive the full pension benefits as determined by the statutes of the relevant pension fund.

12.10.2 Notice of termination of service shall be given with one calendar months notice.

12.10.3 If the Council so prefers, or if the employee so prefers with the Council's permission, the employee may work the full notice period or a part of the notice period receiving full compensation (remuneration and service benefits) for the full period of notice.

12.10.4 On termination of service an amount equal to a further two months' salary shall be paid to the employee (housing subsidy included where applicable)

or

compensation calculated according to the following formula, if the employee so prefers:

$$\frac{(\text{Age} \times 2) \times (\text{years of continuous service})}{40} = \text{number of weeks}$$

Provided that for the purposes of the above formula the number of weeks shall be calculated on the basis of actual continuous service with the Council, subject to a maximum of 16 weeks, *whichever is the larger*, plus the housing subsidy, where applicable, for two months after termination of service.

12.10.5 The 3-month notice requirements with regard to reorganisation as stipulated in the conditions of service at present, shall be annulled and replaced by the provisions in clause 12.10.2.

12.10.6 All annual leave to the credit of the official shall be paid out to him.

12.10.7 All bonuses (including long service bonuses to persons who have already qualified) shall be paid out *pro rata*.

12.11 Skuld van werknemer:**12.11.1 Behuisingswaarborg:**

12.11.1.1 'n Werknemer aan wie 'n behuisingswaarborg deur die Raad toegestaan is, word 'n tydperk van drie maande gegee om die behuisingswaarborg af te los. Die Raad onderneem om steun te verleen aan werknemers wat met verbandhouders ten opsigte van behuisingslenings onderhandel ter verkryging van uitstel van paaiemente, verlenging van leningstydperke of verkryging van 'n subsidie van die Sentrale Regering, indien van toepassing.

12.11.2 Motor:

12.11.2.1 'n Werknemer wat 'n motorlening by die Raad het, kry die keuse om—

12.11.2.1.1 die motor te behou en sy eie finansiering te reël, in welke geval hy drie maande se vastekostevervoertoelae vanaf die datum van kennisgewing van diensbeëindiging ontvang, mits hy binne 10 werkdag vanaf kennisgewing van diensbeëindiging 'n aanduiding gee of hy die motor gaan behou;

of

12.11.2.1.2 akkoord te gaan dat die Raad die motor van hom terugkoop teen die verskuldigde bedrag, op voorwaarde dat die motor in 'n toestand wat redelikerwys vir die Raad aanvaarbaar is gelewer word.

12.11.3 Studie- of meubelvervoerskemas:

12.11.3.1 Die Raad skeld die betrokke werknemers vry van hulle skuld aangaande studielenings en lenings wat verleen is vir die vervoer van meubels uitstaande op die datum van diensbeëindiging.

12.11.4 Bewoning van Raadshuise:

12.11.4.1 Werknemers wat Raadshuise bewoon, word toegelaat om vir 'n tydperk van drie maande na die laaste dag van hulle diens daarin aan te bly op dieselfde huurvoorwaardes soos van toepassing by diensbeëindiging behalwe dat die huurgeld van die driemaandetydperk by skuldvergeliking in berekening gebring kan word.

12.12 Mediese Fonds:

12.12.1 Alle werknemers wat die Raad se diens moet verlaat en wat lid is van die Mediese Hulpfonds vir Plaaslike Owerhede (Kaap) en wat volle pensioenvoordele sal ontvang, kan voortgaan met lidmaatskap volgens die reëls van die Fonds.

12.12.2 Waar 'n werknemer agterstallige gelde ten opsigte van mediese eise aan die Raad verskuldig is, kan die werknemer met die Raad onderhandel vir betaling van die verskuldigde bedrag in paaiemente.

12.13 Kennisgewingbepalings:

12.13.1.1 Die betaling van alle gelde ooreenkomstig hierdie Ooreenkoms geskied op die laaste dag van 'n werknemer se diens.

12.13.1.2 Skuldvergeliking, waar van toepassing en waar skuldooreenkomste reeds bestaan, teen dergelike gelde geskied voor uitbetaling.

12.13.2 Die besnoeiingskennisgewings moet besonderhede oor die besnoeiingspakket insluit. Elke betrokke werknemer moet so gou moontlik daarna voorsien word van besonderhede oor hoe die besnoeiingspakket hom sal raak.

12.13.3 Die volgende hulp sal aan die werknemer wat oortollig is of verminder word, gegee word om alternatiewe werk te soek:

12.13.3.1 Redelike tyd sonder verlies aan inkomste van die werknemer sal met toestemming van die toesighouer aan 'n werknemer toegestaan word om ander werk te soek;

12.11 Debt of employee:**12.11.1 Housing guarantee:**

12.11.1.1 An employee to whom a housing guarantee has been granted by the Council shall be given three months to redeem the guarantee. The Council undertakes to provide support to employees who negotiate with bondholders with regard to postponement of instalments, extension of loan periods or the acquisition of subsidies from the Central Government, if applicable.

12.11.2 Car:

12.11.2.1 An employee who has a car loan from the Council has the option to—

12.11.2.1.1 keep the car and arrange his own financing in which case he shall receive a 3-month fixed cost transport allowance from the date of notice of termination of service, subject to an indication within 10 working days from notice of termination of service whether or not he will keep the car;

or

12.11.2.1.2 agree that the Council buys the car from him at the amount due, on condition that the car will be in a condition acceptable to the Council.

12.11.3 Study or furniture removal schemes:

12.11.3.1 The Council shall exempt the employees concerned from their debts with regard to study loans and loans granted for the transportation of furniture up to the date of termination of service.

12.11.4 Occupation of Council houses:

12.11.4.1 Employees occupying Council houses shall be permitted to occupy these houses for a period of three months after the last day of work under the same rental conditions as applicable on the termination of service, except that the rent during the 3-month period may be taken into account at set-off.

12.12 Medical Aid Fund:

12.12.1 All employees who leave the Council's service and who have been members of the Medical Aid Fund for Local Authorities (Cape) and who will receive full pension benefits, may continue to be members of the fund according to the rules of the fund.

12.12.2 Employees may negotiate with the Council on amounts in arrear with regard to medical claims. The payments may then be made by way of instalments.

12.13 Notice of terms:

12.13.1.1 The payment of all amounts shall take place on the last day of service in accordance with this Agreement;

12.13.1.2 set-off, if applicable and where debt agreements exist, shall, take place before payment.

12.13.2 Notices of curtailment shall include particulars on the curtailment package. Each employee shall be provided as soon as possible with particulars on how the curtailment package will affect him.

12.13.3 The following aid shall be given to the employee who is redundant or is being retrenched to find alternative work:

12.13.3.1 A reasonable amount of time shall be given to the employee to find other work, without loss of income and with the permission of the supervisor;

12.13.3.2 hulp verleen sal word met dokumentasie vir werkloosheidversekeringsfondseise;

12.13.3.3 dokumentasie (dienssertifikaat, werkloosheidversekeringskaart, ens.) by diensbeëindiging sal betyds afgehandel word.

12.14 Herindiensneming:

12.14.1 Indien die behoefte aan indiensneming sou ontstaan, sal voorkeur gegee word aan werknemers wat verminder is of oortollig verklaar is, onderworpe daaraan dat—

12.14.1.1 met inagneming van die voormalige werknemers se toepaslike ondervinding, kennis van sodanige vakature aan die vakvereniging gegee word en werknemers binne 10 werkdag reageer op sodanige kennisgewing;

12.14.1.2 hierdie voorkeur vir herindiensneming slegs vir 12 maande geld;

12.14.1.3 werknemers aan die vereistes van die vakante poste voldoen alvorens hulle in aanmerking vir herindiensneming sal kom.

12.15 Prosedure:

12.15.1 Werknemers of hulle verteenwoordigers word geraadpleeg oor die maatreëls wat geïmplementeer is of verder geïmplementeer moet word om personeelvermindering of oortolligheid te verminder of te voorkom. Die bepalinge van hierdie klousule 12.15.1 doen nie afbreuk aan die reg op aanvegting kragtens die Wet op Arbeidsverhoudinge, 1956, nie.

12.15.2 Die Raad is verantwoordelik vir die administratiewe reëlings met betrekking tot die diensbeëindiging van die werknemers en die verlening van hulp ooreenkomstig hierdie Ooreenkoms.

KLOUSULE 13: UNIFORMS EN BESKERMENDE UITRUSTING

13.1 Behoudens die bepalinge van klousule 13.2 word alle uniforms en beskermende uitrusting wat 'n werknemer ooreenkomstig die voorskrifte van die Raad of enige wet verplig is om gedurende die uitvoering van sy pligte te dra, behoudens die volgende voorwaardes, gratis deur die Raad verskaf:

13.1.1 Enige item wat deur die Raad aan 'n werknemer uitgereik is—

13.1.1.1 bly die eiendom van die Raad;

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

13.1.1.3 moet by die diensbeëindiging van die werknemer deur sodanige werknemer aan die Raad terugbesorg word, tensy die Raad anders besluit.

13.2 Nieteenstaande die bepalinge van klousule 13.1 kan die Raad aan 'n werknemer wat behoort tot 'n klas deur die Raad bepaal, 'n toelae betaal, op 'n wyse deur die Raad bepaal, ten opsigte van die aanskaffing van 'n uniform en/of beskermende uitrusting deur sodanige werknemer.

13.3 Indien 'n werknemer in gebreke bly om aan die bepalinge van klousule 13.1.1.3 te voldoen, word die *pro rata*-gedeelte van die jonste kontrakprys van die uitreiking ten opsigte van die onverstreke tydperk van die termyn van die uitreiking, soos deur die Raad bepaal, deur die Raad uit enige gelde wat deur die Raad aan die werknemer verskuldig is, of op enige wyse wat die Raad mag bepaal, verhaal.

13.4 'n Werknemer wat ooreenkomstig die bepalinge van klousule 13.1 deur die Raad van 'n uniform en/of beskermende uitrusting voorsien is, of ooreenkomstig die bepalinge van klousule 13.2 deur die Raad 'n toelae vir die aanskaffing daarvan betaal word, moet ten alle tye wanneer hy hom vir

12.13.3.2 assistance shall be given with regard to documentation for unemployment insurance fund claims;

12.13.3.3 documentation (service certificate, unemployment insurance card, etc.) on termination of service shall be completed in time.

12.14 Re-employment:

12.14.1 If employment needs should arise, preference shall be given to employees who were retrenched or made redundant, subject to the following:

12.14.1.1 that ex-employees' relevant experience be taken into consideration; that notice be given to the trade union of such a vacancy, and that employees respond to such notice within 10 working days;

12.14.1.2 that this preference for re-employment be valid for 12 months only;

12.14.1.3 that employees meet the requirements of the vacant position before being taken into consideration for re-employment.

12.15 Procedure:

12.15.1 Employees or their representatives shall be consulted on measures implemented or still to be implemented to reduce or prevent retrenchment or redundancy. The provisions of this clause shall not exclude the right to challenge the terms of the Labour Relations Act, 1956.

12.15.2 The Council shall be responsible for the administrative arrangements with regard to the termination of service of the employees and for the provision of assistance in accordance with this Agreement.

CLAUSE 13: UNIFORMS AND PROTECTIVE CLOTHING

13.1 Subject to the provisions of clause 13.2, all uniforms and items of protective clothing which an employee, in accordance with the directions of the Council or any law, is obliged to wear during the performance of his duties, shall be supplied gratis by the Council, subject to the following conditions:

13.1.1 Any item issued to an employee by the Council—

13.1.1.1 shall remain the property of the Council;

13.1.1.2 may not be used for any other purpose except for the purpose for which it is issued by the Council;

13.1.1.3 shall, on the termination of service of the employee, be returned by such employee to the Council, unless the Council decides otherwise.

13.2 Notwithstanding the provisions of clause 13.1, the Council may pay to an employee, who belongs to a class determined by the Council, an allowance in a manner determined by the Council in respect of the acquisition of a uniform and/or protective clothing by such employee.

13.3 In the event of an employee failing to comply with the provisions of clause 13.1.1.3, the *pro rata* portion of the latest contract price for the issue in respect of the unexpired portion of the term of issue, as determined by the Council, may be recovered by the Council from any moneys due to the employee by the Council or in any other manner determined by the Council.

13.4 An employee who is provided with a uniform and protective clothing by the Council in accordance with the provisions of clause 13.1 or is paid an allowance for the acquisition of same by the Council in accordance with the previous of clause 13.2 shall, at all times when he reports for service

diens aanmeld netjies en skoon gekleed wees. Indien sodanige werknemer hom nie aldus vir diens aanmeld nie, word hy nie toegelaat om op die betrokke werkdag diens te aanvaar nie en verbeur hy sy salaris ten opsigte van sodanige werkdag, tensy die Raad anders bepaal.

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

KLOUSULE 14: REIS- EN VERBLYFTOELAE

14.1 Wanneer 'n werknemer in opdrag van die Raad buite die munisipale gebied van die Raad 'n vergadering of opleidingskursus bywoon of werk verrig, of, in die geval van 'n streeksdiensteraad, wanneer 'n werknemer die munisipale of dorpsraadgebied waar sy werkplaas geleë is, verlaat en moet oornag, word 'n reis- en/of verblyftoelae deur die Raad op die volgende grondslag aan hom betaal:

14.1.1 'n Vaste bedrag per 24 uur of 'n deel daarvan as verblyftoelae indien 'n werknemer oornag.

14.1.2 'n Vaste bedrag per 12 uur of 'n deel daarvan indien 'n werknemer nie oornag nie: Met dien verstande dat geen toelaes betaal word vir tydperke minder as 4 uur nie, uitgesonderd toevallige werklike uitgawes.

14.1.3 Indien die bedrag bereken volgens klousule 14.1.1 of 14.1.2 nie toereikend is nie kan die werknemer die werklike koste van verblyf, alkoholiese drank uitgesluit, eis mits volledige kontantstrookies ter stawing van die eis ingedien word.

14.1.4 Die werklike reiskoste indien 'n werknemer van openbare vervoer gebruik gemaak het.

14.1.5 'n Bedrag bereken teen 'n tarief per kilometer afgeleë soos deur die Raad bepaal: Met dien verstande dat, alles in ag genome, die eis bereken word op die manier wat die voordeligste vir die Raad is.

14.2 Afwesigheid word bereken vanaf vertrek van die huis of kantoor tot die tyd van terugkeer.

KLOUSULE 15: GRIEWEPROSEDURE (uitgesonderd die Stadsklerk)

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

15.2 Die Departementshoof of sy gevolmagtigde moet, binne die bevoegdhede wat deur die Raad aan hom verleen is, die stappe doen wat hy goed ag en binne twee werkdade vanaf die datum waarop die grief by hom ingedien is, die werknemer en die Raad skriftelik daarvan in kennis stel.

15.3 Indien die werknemer nie met die beslissing van sy Departementshoof of sy gevolmagtigde tevrede is nie, kan die werknemer die grief mondelings of skriftelik by die Stadsklerk of sy gevolmagtigde indien, wat binne die bevoegdhede wat deur die Raad aan hom verleen is en nadat hy die werknemer en sy verteenwoordiger aangehoor het, die stappe moet doen wat hy goed ag en binne vyf werkdade vanaf die datum waarop die grief by hom ingedien is, die werknemer, die betrokke Departementshoof en die Raad skriftelik daarvan in kennis stel.

with the Council, be clothed in a neat and clean manner. In the event of such employee not reporting for service as aforesaid, he shall not be allowed to accept service for the relevant working day and he shall forfeit his salary in respect of such working day, unless the Council determined otherwise.

13.5 An employee shall not be given a new issue before the expiration of the term of an issue, as may be determined by the Council for a new issue, unless such employee compensates the Council on the basis of a *pro rata* portion of the latest contract price of the issue in respect of the unexpired portion of such term or if the Council is of the opinion that the loss or damage of the issue cannot be attributed to the action of such employee.

CLAUSE 14: SUBSISTENCE AND TRAVELLING EXPENSES

14.1 When an employee, in accordance with the directions of the Council, attends a meeting or training course or undertakes work outside the Municipal area of the Council or, in the case of a Regional Services Council, when an employee leaves the municipal, or town Council's area where he is stationed and is required to stay overnight, a travelling and/or subsistence allowance shall be payable by the Council to him on the following basis:

14.1.1 A fixed amount per 24 hours or a portion thereof as subsistence where an overnight stay is involved;

14.1.2 a fixed amount per 12 hours or a portion thereof where an overnight stay is not involved: Provided that no allowances shall be paid for periods of less than 4 hours, except actual incidental expenses;

14.1.3 where the amount calculated in accordance with clause 14.1.1 or 14.1.2 is not sufficient, the employee may claim the actual cost of subsistence, alcoholic drinks excluded, on condition that sufficient cash slips to substantiate the claim are submitted;

14.1.4 the actual travelling costs where an employee made use made of public transport;

14.1.5 an amount calculated at a tariff per kilometer travelled as determined by the Council: Provided that, with everything taken into account, the claim shall be calculated in the manner which is the most beneficial for the Council.

14.2 Absence shall be calculated from the time of departure from home or the office to the time of return.

CLAUSE 15: GRIEVANCE PROCEDURE (excluding the Town Clerk)

15.1 Where a grievance of an employee is not resolved informally, the employee shall immediately, either verbally or in writing, submit such grievance to his Departmental Head or his assignee and the employee shall be entitled to request that a co-employee, who shall not necessarily be a member of a trade union, shall accompany him during the enquiry into the grievance or assist him therewith.

15.2 The Departmental Head or his assignee shall, within the powers vested in him by the Council, take such steps as he may deem necessary and within two working days from the date on which the grievance was submitted to him, inform the employee and the Council in writing thereof.

15.3 In the event of the employee not being satisfied with the decision of his Departmental Head or his assignee, the employee may submit the grievance either verbally or in writing to the Town Clerk or his assignee who shall, within the powers vested in him by the Council and after he has heard the employee and his representative, take such steps as he may deem necessary and, within five working days from the date on which the grievance was submitted to him, inform the employee, the relevant Departmental Head and the Council in writing thereof.

15.4 Indien die werknemer nie met die beslissing van die Stadsklerk of sy gevolmagtigde tevrede is nie, kan hy 'n skriftelike appél deur die bemiddeling van die Stadsklerk tot die Raad rig en in so 'n geval moet die Stadsklerk die saak aan die Raad vir oorweging voorlê en nadat die Raad die werknemer en sy verteenwoordiger aangehoor het en die saak oorweeg het, moet die Raad binne twee werkdade die werknemer, die Stadsklerk of sy gevolmagtigde en die betrokke Departementshoof skriftelik van die beslissing in kennis stel.

KLOUSULE 16: ALGEMEEN

16.1 Pligte onderworpe aan die vereistes van die Raad se diens:

16.1.1 Wanneer die Raad van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die Raad 'n werknemer aansê om hom tydelik vir 'n tydperk van hoogstens drie maande vir diens aan te meld gedurende sodanige werkure, uitgesonderd sy normale werkure, as wat die Raad nodig mag ag: Met dien verstande dat 'n werknemer nie geag word die bepalings van hierdie kousule te oortree het nie indien die Raad daarvan oortuig is dat sodanige werknemer om grondige redes hom nie vir sodanige diens aangemeld het of kan aanmeld nie.

16.1.2 Wanneer die Raad van mening is dat buitengewone of dringende omstandighede dit noodsaak, kan die Raad 'n werknemer aansê om vir 'n tydperk van hoogstens drie maande ander pligte te verrig as die wat normaalweg aan hom toegewys is, mits sodanige ander pligte by sy rang en pos pas.

16.1.3 Behoudens die bepalings van kousules 9.3, 9.4 en 9.5 is 'n werknemer nie geregtig op enige addisionele besoldiging ten opsigte van enige pligte wat ingevolge kousules 16.1.1 en 16.1.2 deur hom verrig is nie.

16.2 Betalende werk buite die Raad se diens verrig:

16.2.1 'n Werknemer mag nie enige betalende werk buite die Raad se diens verrig of hom daartoe verbind sonder dat die spesiale toestemming van die Raad vooraf deur die werknemer gevra en verkry is nie.

16.3 Werkverrigting en gedrag:

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

16.3.2 'n Werknemer moet hom ten alle tye hoflik gedra.

16.3.3 Indien die Stadsklerk, die Departementshoof of 'n toesighouer versoek dat 'n werknemer hom beskikbaar stel vir 'n bloedalkoholtoets en die werknemer weier, kan 'n negatiewe afleiding gemaak word.

16.4 Verstrekking van inligting:

16.4.1 'n Werknemer moet die Raad sonder versuim in kennis stel van sy woonadres, huis telefoonnommer en enige inligting wat sy indienshouding of sy voorwaardes van indienshouding by die Raad beïnvloed, asook van enige verandering daarvan.

16.5 Gebruik van werknemers of eiendom van die Raad:

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

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

15.4 In the event of the employee not being satisfied with the decision of the Town Clerk or his assignee he may, through the Town Clerk, submit a written appeal to the Council and in such case the Town Clerk shall submit the matter to the Council for consideration and, after the Council has heard the employee and his representative and considered the matter, it shall, within two working days, inform the employee, the Town Clerk or his assignee and the relevant Departmental Head in writing of its decision.

CLAUSE 16: GENERAL

16.1 Duties subject to the requirements of the Council's service:

16.1.1 When the Council is of the opinion that extraordinary or urgent circumstances warrant it, the Council may instruct an employee to report for duty for a temporary period not exceeding three months during such hours, other than his normal working hours, as the Council may deem necessary: Provided that the employee shall not be deemed to have contravened the provisions of this clause in the event of the Council being convinced that such employee did not or cannot report for such service on good grounds.

16.1.2 When the Council is of the opinion that extraordinary or urgent circumstances warrant it the, the Council may instruct an employee to undertake, for a period not exceeding three months, duties which would not normally be allocated to him, on condition that such other duties are compatible with his rank and post.

16.1.3 Subject to the provisions of clauses 9.3, 9.4 and 9.5, an employee shall not be entitled to any additional remuneration in respect of any duties which he undertakes in terms of clauses 16.1.1 and 16.1.2.

16.2 Remunerative work outside the Council's service:

16.2.1 An employee may not undertake or bind himself to undertake any remunerative work outside the Council's service without the prior special consent of the Council being sought and obtained by such employee.

16.3 Performance and conduct:

16.3.1 An employee shall be responsible for the proper and efficient execution of the work allocated to him by the Council.

16.3.2 An employee shall, at all times, conduct himself in a courteous manner.

16.3.3 In the event of the Town Clerk, the Departmental Head or a supervisor requesting an employee to make himself available for a blood alcohol test and the employee refusing same, a negative conclusion may be made.

16.4 Reporting of the information:

16.4.1 An employee shall advise the Council without delay of his residential address, home telephone number and any information that affects his service relationship or his conditions of service with the Council, as and of any change thereof.

16.5 Use of employees or property of the Council:

16.5.1 An employee may not use any other employee during his working hours except for the purposes of the Council or allow such employee to be used for such purpose unless the special consent of the Council is sought and obtained by such employee.

16.5.2 except in the exercise of his official duties, an employee may not use the property or goods of the Council or remove same from the Council's premises or allow it to be used or removed, unless the special consent of the Council is sought and obtained by the employee.

16.6 Lidmaatskap van vakvereniging:

16.6.1 'n Werknemer mag lid van 'n vakvereniging wees.

16.6.2 Waar 'n werknemer lid van 'n vakvereniging is, is sodanige werknemer onderworpe aan die bepalings van enige ooreenkoms tussen die Raad en die vakvereniging waarvan sodanige werknemer 'n lid is.

16.7 Oorlegpleging tussen die Raad en 'n vakvereniging:

16.7.1 Die Raad moet in die geval van alle sake wat 'n lid of lede van die vakvereniging nadelig mag raak eers met die vakvereniging en die werkgewersorganisasie oorleg pleeg voordat 'n finale en bindende besluit daarvoor geneem word, en indien geen eenstemmigheid bereik word nie, moet die aangeleentheid na die Nywerheidsraad vir oorweging verwys word.

16.8 Beskikbaarstelling van 'n afskrif van hierdie Ooreenkoms aan werknemers deur die Raad:

16.8.1 Elke werknemer wat lid word van die vakvereniging moet by sy aanstelling in die Raad se diens 'n afskrif van hierdie Ooreenkoms verskaf word tesame met sodanige opdragte as wat die Stadsklerk en Hoof van die Departement nodig ag, en die werknemer moet ontvangs daarvan erken.

16.9 Beskerming van werknemers:

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

16.10 Vrytellings:

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

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

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

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

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

16.11 Administrasie van Ooreenkoms:

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

16.12 By die uitleg van hierdie Ooreenkoms geniet die Afrikaanse teks voorrang.

16.13 Indien dit nodig is om 'n herberekening of 'n berekening te doen van die omskakeling van kalenderdae in werkdae, is die volgende formule van toepassing:

$$\frac{A}{365} \times 250, \text{ waar } A \text{ die getal kalenderdae is wat omgeskakel moet word in werkdae.}$$

Hierdie Ooreenkoms is namens die partye op hede die 25ste dag van Augustus 1993 onderteken.

J. H. TRUTER,
Voorsitter: KPOW.

J. KASSELMAN,
Voorsitter: SAVMW.

Mev. A. H. FEENSTRA,
Hoofsekretaris: Nywerheidsraad.

16.6 Membership of trade union:

16.6.1 An employee may be a member of a trade union.

16.6.2 Where an employee is a member of a trade union, such employee shall be subject to the provisions of any agreement between the Council and the trade union or works council of which such employee is a member.

16.7 Consultation between the Council and a trade union:

16.7.1 The Council shall, before a final and binding decision is made regarding a matter that may affect a member or members of a trade union detrimentally, first consult with the trade union and the employer's organisation and, in the event of no unanimity being reached, the matter shall be referred to the Industrial Council for consideration.

16.8 Provision of a copy of this Agreement to employees of the Council:

16.8.1 Every employee who becomes a member of the trade union shall, on appointment to the Council's service, be supplied with a copy of this Agreement, together with such instructions as the Town Clerk and Head of Department may deem necessary, and the employee shall acknowledge receipt thereof.

16.9 Protection of employees:

16.9.1 Notwithstanding the provisions of this Agreement, an employee has, at all times, the right to contest an action of the Council in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956), or by any other legal means.

16.10 Exemptions:

16.10.1 The Industrial Council may, subject to the provisions of any legislation and upon submission of good and sufficient reasons by a local authority, grant exemption in writing to such local authority from any of the provisions of this Agreement.

16.10.2 The Industrial Council shall, in respect of any exemption granted in terms of this clause, set out the conditions applicable to such exemption as well as the period in respect of which such exemption shall be valid.

16.10.3 An exemption certificate signed by the Secretary of the Industrial Council shall be issued to every local authority that is granted an exemption.

16.10.4 The Industrial Council may, at any time during the period in respect of which the exemption certificate has been issued, amend or withdraw same without giving any reason therefor.

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

16.11 Administration of Agreement:

16.11.1 The Industrial Council is responsible for the administration of this Agreement.

16.12 In interpreting this Agreement the Afrikaans text shall receive preference.

16.13 In the event of it being necessary to recalculate or calculate a conversion from calendar days to working days, then the following formula shall apply:

$$\frac{A}{365} \times 250, \text{ where } A \text{ is the number of calendar days that must be converted to working days.}$$

This Agreement was signed on behalf of the parties this 25th day of August 1993.

J. H. TRUTER,
Chairman: CPLAEO.

J. KASSELMAN,
Chairman: SAAME.

Mrs A. H. FEENSTRA,
Chief Secretary/General Secretary: Industrial Council.

BELANGRIK!!

Plasing van tale:

Staatskoerante

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



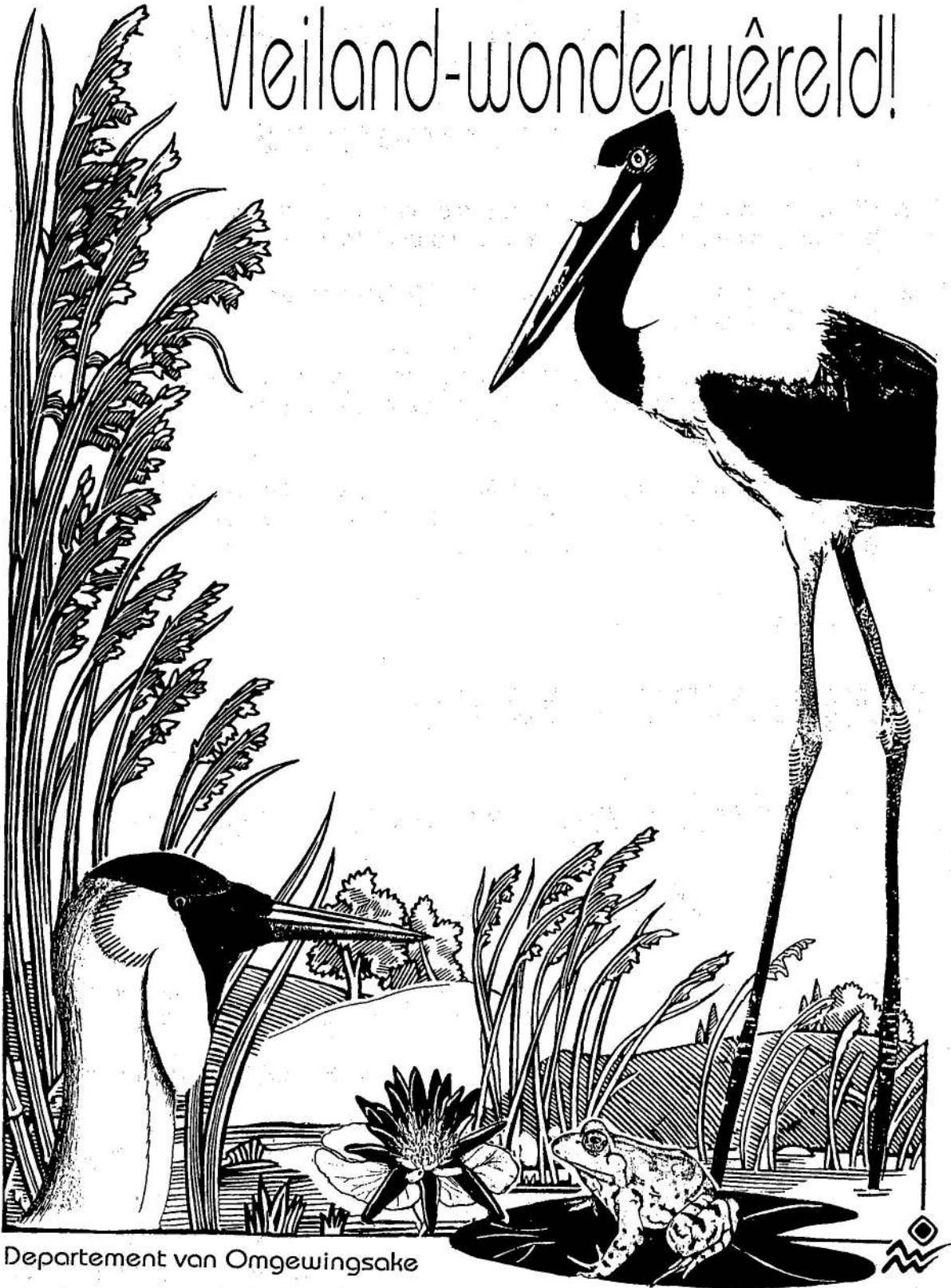
IMPORTANT!!

Placing of languages:

Government Gazettes

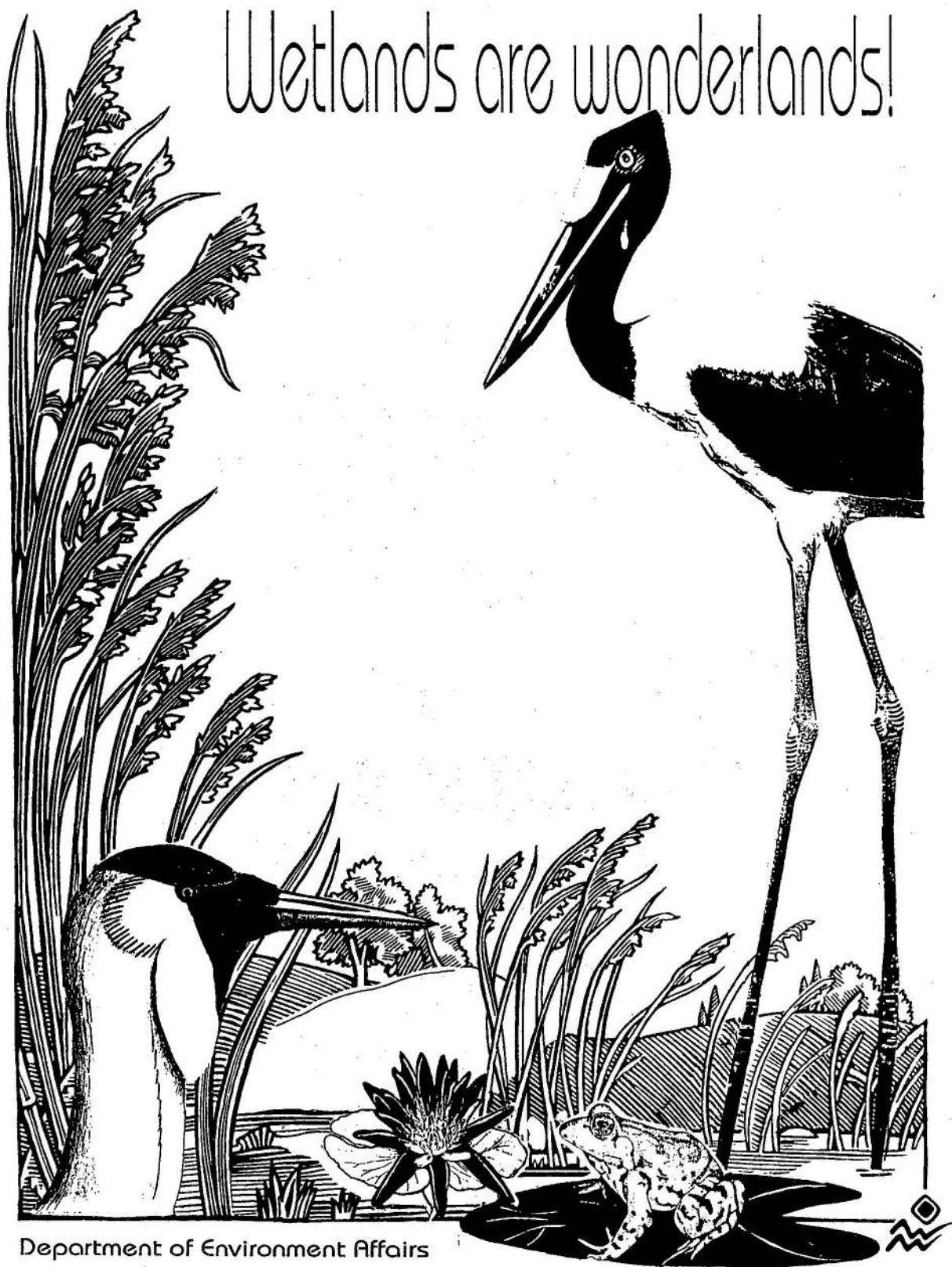
1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act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

Vleiland-wonderwêreld!



Departement van Omgewingsake

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Department of Environment Affairs



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Departement van Omgewingsake



Department of Environment Affairs

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No. Koerant
No.**GOEWERMENTSKENNISGEWING****Mannekrag, Departement van***Goewermentskennisgewing*

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