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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1487 **31 Augustus 1994**
WET OP ARBEIDSVARHOUDINGE, 1956

PLAASLIKE BESTUURSONDERNEMING VAN DIE
PROVINSIE KAAP DIE GOEIE HOOP: STANDAARD
DIENSVOORWAARDES VIR ADMINISTRATIEWE
HOOFAMPTENARE OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, 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 30 April 1997 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die genoemde organisasie of vereniging is.

T. T. MBOWENI,
Minister van Arbeid.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1487 **31 August 1994**
LABOUR RELATIONS ACT, 1956

LOCAL GOVERNMENT UNDERTAKING OF THE
PROVINCE OF THE CAPE OF GOOD HOPE: STAN-
DARD CONDITIONS OF EMPLOYMENT FOR
ADMINISTRATIVE CHIEF OFFICERS AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, 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 30 April 1997, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union.

T. T. MBOWENI,
Minister of Labour.

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**NYWERHEIDSRaad VIR DIE PLAASLIKE BESTUURS-
ONDERNEMING VAN DIE PROVINSIE KAAP DIE GOEIE
HOOP**

STANDAARD DIENSVOORWAARDES

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

**Kaaplandse Plaaslike Owerhede
Werkgewersorganisasie (KPOW)**

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

en die

**Vereniging van Administratiewe Hoofamptenare van
Plaaslike Owerhede (VAHPO)**

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

wat die 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, soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), uitgesonderd die munisipale gebiede van Kaapstad, Port Elizabeth, Oos-Londen en Kimberley.

**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 by and entered into between the

**Cape Province Local Authorities Employer's
Organisation (CPLAEO)**

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

and the

**Association of Chief Administrative Officers of Local
Authorities (ACALA)**

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

being 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 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, as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding the municipal areas of Cape Town, Port Elizabeth, East Londen and Kimberley.

1.2 Ondanks die bepaling van hierdie diensvoorwaardes is ooreenkomste deur die werkgever en die werknemer aangegaan wat strydig is met enige wetsbepalings wat die diensvoorwaardes van die werknemer reël, slegs geldig nadat die nodige vrystellings deur die Departement van Arbeid of vasstellings deur die Besoldigingsraad, of die betrokke Nywerheidsraad, na gelang van die geval, verleen is.

1.3 In geval van 'n geskil oor die uitleg van die inhoud van die diensvoorwaardes geld die Afrikaanse teks.

KLOUSULE 2: GELDIGHEDSDUUR VAN OOREENKOMS

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

KLOUSULE 3: WOORDOMSKRYWING

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

“**aanstelling**” die magtiging wat 'n werkgever aan 'n applikant verleen om op 'n bepaalde datum tot sodanige werkgever se diens toe te tree en die plasing deur die werkgever van die applikant as werknemer in die werkgever se diens;

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

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

“**Besoldigingsraad**” die Raad op Besoldiging en Diensvoordele van Stadsklerke ingestel by die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), of enige ander bevoegde raad wat dit mag vervang;

“**betaling**” die besoldiging wat die werknemer toekom ten opsigte van dienste aan die werkgever gelewer, met inbegrip van 'n betaling—

- (a) kragtens 'n behuising- of motorskema; of
- (b) wat kragtens artikel 1 (2) van die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), uitgesluit is;

“**bestuurskomitee**” 'n komitee saamgestel ingevolge artikel 50 van die Munisipale Ordonnansie No. 20 van 1974;

“**burgemeester**” die persoon wat deur 'n raad ingevolge artikel 48 van die Munisipale Ordonnansie No. 20 van 1974 gekies is om burgemeester te wees en omvat dit enige persoon wat wettig in sy plek waarneem;

“**deurlopende diens**” die tydperk van diens by 'n werkgever wat nie deur enige vorm van diensbeëindiging deur die werknemer onderbreek is nie. Met dien verstande dat die tydperk vanaf die datum van voltooiing van 'n dienskontrak tot die aanvangsdatum van die daaropvolgende dienskontrak nie 'n diensonderbreking geag word nie, en dat, indien dit deur die werkgever gekondoneer word, die tydperk van onderbreking van diens as onbetaalde verlof beskou word;

“**emolumente**” dieselfde as betaling;

“**geldelike byvoordeel**” enige geldelike bydrae wat die werkgever namens of ten behoeve van die werknemer tot 'n skema of fonds maak;

1.2 Notwithstanding the provisions of these conditions of service, agreements concluded between the employer and the employee that are contrary to any legal provisions regulating the conditions of service of the employee, shall be valid only after the necessary exemptions have been granted by the Department of Labour or determinations by the Remuneration Board or the Industrial Council concerned, as the case may be.

1.3 In the event of a dispute in the interpretation of the contents of the conditions of service the Afrikaans text shall receive preference.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

2.1 These conditions of service shall take effect on a date determined by the Minister of Labour 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 he may determine.

CLAUSE 3: DEFINITIONS

In these conditions of service, unless the context indicates otherwise—

“**appointment**” means the authority granted by an employer to an applicant to join such employer's service on a specified date when the applicant has been placed as employee by the employer in the employer's service;

“**appointment date**” means the commencement date of the last period of continuous service with an employer. Provided that should the employee's service be terminated for any reason and he again assumes duty the next day, without the termination of service being revoked by his employer, such last date of assumption of duties shall be regarded as his appointment date;

“**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. 115 of 1984), or any other competent board that may replace it;

“**payment**” means the remuneration due to the employee in respect of services rendered to the employer, including a payment—

- (a) under a housing or motor car scheme; or
- (b) excluded under section 1 (2) of the Remuneration of Town Clerks Act, 1984 (Act No. 15 of 1984);

“**management committee**” means a committee constituted in terms of section 50 of Municipal Ordinance No. 20 of 1974;

“**mayor**” means a person who is chosen by a Council to be mayor in terms of section 48 of Municipal Ordinance No. 20 of 1974 and it includes any person that legally acts as mayor;

“**continuous service**” means the period of service with an employer not interrupted by any form of termination of service by the employee. Provided that the period from the completion of a service contract until the commencement date of the subsequent service contract shall not be deemed to be a break in service, and that should it be condoned by the employer, the period of the break in service shall be regarded as unpaid leave;

“**emoluments**” means the same as “payment”;

“**monetary benefit**” means any monetary contribution that the employer makes to a scheme on behalf of or for the benefit of the employee or fund;

"grief" enige onopgeloste ontevredenheid tussen die werkgewer en die werknemer wat uit die werknemer se diens by sy werkgewer voortspruit maar nie ook enige aangeleentheid wat uit 'n dissiplinêre optrede voortspruit nie;

"kontraktueel tot bekleër" die werknemer behou die volle betaling verbonde aan sy pos voor afgradering van die werkgewer as plaaslike owerheid, of voor enige vermindering in betaling verbonde aan sy pos, en die werknemer deel in alle toekomstige aanpassings in enige sodanige betaling sodat hy nooit in 'n swakker posisie sal wees nie, asof daar geen afgradering of vermindering soos voormeld plaasgevind het nie;

"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 Bestuursonderneming van die provinsie die Kaap die Goeie Hoop ingestel ingevolge die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);

"openbare feesdag" 'n openbare feesdag soos omskryf in die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952);

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

- (a) 'n streeksdiensteraad ingestel kragtens die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);
- (b) 'n gemeenskapsraad ingestel kragtens die Wet op Gemeenskapsrade, 1977 (Wet No. 125 van 1977); of
- (c) 'n plaaslike bestuur soos omskryf in die Wet op Swart Plaaslike Owerhede, 1982 (Wet No. 102 van 1982);

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

"raad" die raad van 'n plaaslike owerheid soos omskryf in die bepalings van Ordonnansie No. 20 van 1974;

"salaris" die gedeelte van die betaling van die werknemer se normale geldelike vergoeding ten opsigte van dienste aan die werkgewer gelewer, hetsy ooreenkomstig die toepaslike kerf op sy salarisskaal, of 'n vaste bedrag geld, maar uitgesonderd enige toelae, bonus, behuisingsoordeel of geldelike byvoordeel;

"salarisverhoging" die salariskerf waarmee die werknemer se salaris volgens sy toepaslike salarisskaal verhoog word;

"stadsklerk" die hoof uitvoerende beampete van die plaaslike owerheid, ongeag die benaming van die pos wat daardie beampete beklee;

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

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

"grievance" means any unresolved dissatisfaction between the employer and the employee arising from the employee's service with his employer, but does not include any matter arising from disciplinary action;

"contractual to incumbent" means that the employee retains the full payment associated with his post before the employer is graded down as all future adjustments to local authority, or before any decrease in payment associated with his post, and the employee share in any such payment so that he will never be in weaker position, as if no grading down or decrease as aforementioned had taken place;

"emergency work" means any work which in respect of a disruption in essential services, or owing to fire, accident, casualty, storm, epidemic, act of violence, theft, breakdown of plant or machinery, or other unforeseen circumstances, must be done without delay, or work in connection with the repair of plant or machinery which cannot be performed during working hours;

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

"public holiday" means a public holiday as defined in the Public Holidays Act, 1952 (Act No. 5 of 1952);

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

- (a) a regional services council established under the Regional Services Councils Act, 1985 (Act No. 109 of 1985);
- (b) a community council established under the Community Councils Act, 1977 (Act No. 125 of 1977); or
- (c) a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982);

"local authority undertaking" means the undertaking in which local authorities as employers and their employees are associated for the establishment, continuance and disposal of any act, scheme or activity undertaken by an employer;

"council" means a council constituted under and by virtue of provisions of Ordinance No. 20 of 1974;

"salary" means that part of payment of the employee's normal monetary remuneration in respect of services rendered to the employer, whether in accordance with the appropriate notch on his salary scale, or a fixed amount of money, but excluding any allowance, bonus, housing benefit or monetary fringe benefit;

"salary increase" means the salary notch by which the employee's salary is increased according to his appropriate salary scale;

"town clerk" means the chief executive officer of the local authority, irrespective of the designation of the post that such employee occupies;

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

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

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

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

"verlengde tydperk" die aantal werkmaande waarmee 'n werknemer se verhogingstydperk of verlofjaar as gevolg van enige tydperk van ongemagtigde afwesigheid en/of afwesigheidsverlof sonder besoldiging deur die werkgever verleng word en wat ooreenkomstig die volgende formule bereken word: Met dien verstande dat indien δ A óf die antwoord na toepassing van die formule 'n breuk van 'n maand oplewer, en minder dae verontagsaam word en of meer dae as 'n volle maand tel: aantal werkmaande = $\frac{A}{20}$ waar—

A. die aantal werkdae is 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;

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

"voorsitter" die voorsitter van 'n streekdiensteraad of 'n gemeenskapsraad of 'n gevolmagtigde lid van die raad;

"vyfdag-werkweek" 'n termyn van vyf agtereenvolgende kalenderdae vanaf Maandag tot en met Vrydag;

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

"werkmaand" 'n tydperk van hoogstens 31 kalenderdae soos deur die werkgever ten opsigte van die werknemer bepaal;

"werknemer" 'n permanente of deeltydse hoof uitvoerende beampte van die werkgever wat betaling ontvang of daarop geregtig is;

"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 werkgever ten opsigte van die werknemer bepaal;

"werkgever" dieselfde as "plaaslike owerheid" en omvat dit enige komitee van so 'n plaaslike owerheid wat optree kragtens bevoegdhede wat by so 'n plaaslike owerheid in verband met hierdie diensvoorwaardes berus en wat aan sodanige komitee gedelegeer is;

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

Enige ander woord of uitdrukking, tensy uit die samehang anders blyk, die betekenis wat in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), die Wet op Besoldiging van Stadslerke, 1984 (Wet No. 115 van 1984), of die Wet op die Beroep van Stadslerke, 1988 (Wet No. 75 van 1988), na gelang van die geval, daaraan geheg word.

"incremental period" means a period of continuous service of 12 months plus any extended period that may be applicable to the employee, of which the first of such period of continuous service is calculated from the first day of the working month in which such employee's latest appointment took place, and each subsequent such period is calculated from the day following on the date on which such previous period is completed, or such shorter period of continuous service, as the employer may determine, which must expire in respect of the employee before his salary may be increased by the employer in accordance with the salary scale applicable to him;

"extended period" means the number of working months by which an employee's incremental period or leave year is extended by the employer as a result of any period of unauthorised absence and/or leave of absence without remuneration, and which is calculated according to the following formula: Provided that in the event of either A or the answer, after application of the formula, resulting in a fraction of a month, nine days and less days will be disregarded, and 10 days and more will be regarded as a full month: number of working months = $\frac{A}{20}$ where—

A. is the number of working days during which an employee was absent due to unauthorised absence 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 20 is the number of working days per working month;

"leave year" means a period of continuous service of 12 months plus any extended period which may be applicable to the employee, of which the first such period of continuous service is calculated from the first day of the working month in which such employee's latest appointment took place, and each subsequent such period is calculated from the day following on the date on which such previous period was completed;

"chairman" means the chairman of a regional services council or a community council or an authorised member of the council;

"five-day working week" means a period of five consecutive calendar days from Monday up to and including Friday;

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

"working month" means a maximum period of 31 calendar days as determined by the employer in respect of the employee;

"employee" means a permanent or part-time chief executive officer of the employer who receives or is entitled to payment;

"working hours" mean 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 consecutive calendar days as determined by the employer in respect of the employee;

"employer" means the same as "local authority" and includes any committee of such local authority acting under powers vested in such local authority in connection with these conditions of service and which have been delegated to such committee;

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

Any word or expression, unless the context indicates otherwise, has the meaning assigned thereto in the Labour Relations Act, 1956 (Act No. 28 of 1956), the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), or the Profession of Town Clerks Act, 1988 (Act No. 75 of 1988), as the case may be.

KLOUSULE 4: WERKSAAMHEDE, BEVOEGDHEDE EN PLIGTE

Die werknemer verrig die werksaamhede en pligte en oefen die bevoegdheid uit wat kragtens enige wetgewing en Raadsbesluite aan hom opgedra is, tot tevredenheid van die Raad.

KLOUSULE 5: GRAADINDELING EN SALARISSKALE VAN POSTE

5.1 Die graadindeling van die werkgewer as plaaslike owerheid en die besoldiging van die werknemer word van tyd tot tyd bepaal deur die Besoldigingsraad.

5.2 Wanneer die graadindeling van die werkgewer as plaaslike owerheid verhoog, word die werknemer se besoldiging ooreenkomstig die bepalings van die Besoldigingsraad vir sodanige plaaslike owerheid aangepas met ingang van die datum waarop die werkgewer se graadindeling as plaaslike owerheid verhoog het.

5.3 Indien die graadindeling van die werkgewer as plaaslike owerheid verlaag, behou die werknemer sy betaling kontraktueel tot bekleër.

KLOUSULE 6: AANSTELLING**6.1 Algemeen:**

6.1.1 Die aanstelling van die werknemer in die diens van die werkgewer word deur laasgenoemde gedoen ooreenkomstig die bepalings van die toepaslike wetgewing.

6.1.2 Indien daar te eniger tyd vasgestel word dat die werknemer ten tyde van aansoek willens en wetens valse inligting verstrek het, is hy aan wangedrag skuldig.

6.1.3 'n Applikant wat invloed werf met die doel om aanstelling of bevordering in die werkgewer se diens te verkry, word nie vir sodanige aanstelling oorweeg nie.

6.2 Aanstelling:

6.2.1 Die werknemer se aanstelling is, indien die werkgewer dit vereis, onderworpe aan bewys van goeie gesondheid op grond van 'n mediese ondersoek, op koste van die werkgewer, deur 'n geregistreerde geneesheer wat deur die werkgewer aangewys word.

6.2.2. 'n Persoon mag in 'n permanente hoedanigheid as werknemer in die werkgewer se diens aangestel word slegs indien hy—

6.2.2.1 nog nie die ouderdom van 65 jaar bereik het nie;

6.2.2.2 voldoen aan die kwalifikasie- en ondervindingsvereistes wat deur die werkgewer voorgeskryf is met inagneming van die bepalings van die Wet op die Beroep van Stadsklerke, 1988 (Wet No. 75 van 1988), en die voorskrifte en/of regulasies daarkragtens uitgevaardig.

6.2.3 Die werknemer moet by diensaanvaarding, waar van toepassing, sy bydraersverslagkaart van die Werkloosheidsversekeringsfonds by die werkgewer indien.

6.2.4 'n Werknemer word nie vir 'n proeftydperk aangestel nie.

6.2.5 'n Werknemer word nie vir langer as 12 maande tydelik aangestel nie.

KLOUSULE 7: BETALING

7.1 Die betaling verskuldig aan die werknemer ten opsigte van 'n voltooide werkmaand geskied, behoudens die bepalings van klousules 7.2 en 7.3, op 'n datum nie later nie as die laaste werkdag van die betrokke werkmaand: Met dien verstande dat betaling vanweë omstandighede buite die beheer van die werkgewer op 'n later datum kan geskied, maar nie later nie as vyf werkdag na die voltooiing van die betrokke werkmaand.

CLAUSE 4: FUNCTIONS, POWERS AND DUTIES

The employee shall carry out the functions and duties and exercise the powers that are entrusted to him under any legislation and Council resolutions to the satisfaction of Council.

CLAUSE 5: GRADING AND SALARY SCALES OF POSTS

5.1 The grading of the employer as local authority and the remuneration of the employee shall be determined from time to time by the Remuneration Board.

5.2 When the grading of the employer as local authority is upgraded, the employee's remuneration shall be amended in accordance with the provisions of the Remuneration Board for such local authority, with effect from the date on which the employer's grading as local authority was upgraded.

5.3 Should the grading of the employer as local authority be lowered, the employee shall retain his payment contractual to incumbent.

CLAUSE 6: APPOINTMENT**6.1 General:**

6.1.1 The appointment of the employee in the employer's service shall be undertaken by the latter in accordance with the provisions of the appropriate legislation.

6.1.2 Should it be established at any time that the employee has at the time of application knowingly supplied false information, he shall be guilty of misconduct.

6.1.3 An applicant who canvasses support with a view to appointment or promotion in the employer's service, shall not be considered for such appointment.

6.2 Appointment:

6.2.1 The employee's appointment, if the employer so requires, shall be subject to proof of good health after a medical examination, at the employer's cost, by a registered medical practitioner appointed by the employer.

6.2.2 A person may be appointed in a permanent capacity as employee in the employer's service only if he—

6.2.2.1 has not yet reached the age of 65;

6.2.2.2 complies with the qualification and experience requirements prescribed by the employer, with due observance of the provisions of the Profession of Town Clerks Act, 1988 (Act No. 75 of 1988), and the directives and/or regulations promulgated thereunder.

6.2.3 The employee shall upon acceptance of service, where applicable, hand in his contribution report card of the Unemployment Insurance Fund to the employer.

6.2.4 An employee shall not be appointed for a probationary period.

6.2.5 An employee shall not be appointed on a temporary basis for more than 12 months.

CLAUSE 7: PAYMENT

7.1 Subject to the provisions of clause 7.2 and 7.3, the payment due to the employee in respect of a completed working month shall take place on a date not later than the last working day of the working month concerned: Provided that payment may take place on a later date owing to circumstances beyond the control of the employer, but not later than five working days after the completion of the working month concerned.

7.2. Indien die werknemer minstens 10 agtereenvolgende werkdae vakansieverlof neem en hy die werkgewer aldus versoek, word die werknemer se betaling ten opsigte van sodanige verloftydperk gedurende die normale kantoorure van die werkgewer op sy laaste werkdag voordat die werknemer se verloftydperk 'n aanvang neem, uitbetaal, of op sodanige vroeër datum as wat die werkgewer bepaal, indien die werknemer sy versoek minstens sewe werkdae voor sy verlof 'n aanvang neem, skriftelik by die werkgewer indien.

7.3. Indien die werknemer se dienste om enige ander rede as afsterwe beëindig word, word sodanige werknemer se betaling, waar moontlik, gedurende die normale kantoorure van die werkgewer op sy laaste werkdag uitbetaal, maar nie later nie as vyf werkdae daarna nie.

7.4. Die werkgewer kan enige bedrae wat regstens deur die werknemer verskuldig is, van die werknemer se betaling aftrek.

7.5. Die maandelikse salaris aan die werknemer verskuldig, word soos volg bereken:

$$\text{Maandelikse salaris} = \frac{\text{Jaarlikse salaris}}{12}$$

7.6. Die werknemer mag nie enige reg, titel, belang of eis ten opsigte van enige betaling wat aan hom deur die werkgewer verskuldig is of sal wees, sonder die skriftelik toestemming van die werkgewer seëder nie.

KLOUSULE 8: WERKDAE EN WERKURE

Die werkure van die werknemer word bepaal deur onderhandelinge tussen die werkgewer en die werknemer met inagneming van die feit dat sodanige **amptelike** werkure uit die aard van die werknemer se verpligtinge teenoor die werkgewer en die behoeftes van die gemeenskap by omstandighede moet inpas.

By gebrek aan 'n ooreenkoms tussen die werkgewer en die werknemer geld die volgende:

8.1 Werkdae en werkure:

8.1.1. Behoudens enige andersluidende bepaling in hierdie diensvoorwaardes mag die werkgewer nie vereis of toelaat dat die werkure van die werknemer 46 uur per werkweek oorskry nie.

8.1.2. Behoudens die bepaling van klousule 8.1.1 en enige wysigings waarop van tyd tot tyd **skriftelik** deur die werkgewer en die werknemer ooreengekom word, is die werknemer aan diens op die werkdae en gedurende die werkure wat op die datum van inwerkingtreding van hierdie diensvoorwaardes by die werkgewer van toepassing is.

8.1.3. Die werknemer mag nie vir 'n ononderbroke tydperk van langer as vyf uur sonder 'n pouse van minstens een uur werk nie, gedurende welke pouse die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige pouse word nie geag deel van die werkure van die werknemer te wees nie: Met dien verstande dat—

8.1.3.1. die werkgewer en die werknemer kan ooreenkom dat die ononderbroke tydperk hoogstens ses uur kan wees en dat sodanige pouse tot minstens 'n halfuur verkort of tot hoogstens 1—uur verleng word; en

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

KLOUSULE 9: GRIEWEPROSEDURE

9.1. Waar 'n grief van die werknemer teenoor die werkgewer of van die werkgewer teenoor die werknemer nie informeel besleg kan word nie, moet die werknemer of die werkgewer, na gelang van die geval, die grief onverwyld skriftelik aanmeld by die nywerheidsraad wat binne die gebied funksioneer, waarna bedoelde nywerheidsraad onverwyld 'n advieskomitee moet benoem om die grief by te lê.

7.2. In the event of the employee taking at least 10 consecutive working days' leave and upon the employee requesting the employer to do so, such employee's payment in respect of such leave period shall be paid during the normal office hours of the employer on the employee's last working day before the commencement of his leave period, or on such earlier date as may be determined by the employer if the employee submits his request in writing to the employer at least seven working days before the commencement of his leave.

7.3. In the event of the employee's services being terminated for any reason other than death, such employee's payment shall, if possible, be paid during the normal office hours of the employer on his last working day, but not later than five working days thereafter.

7.4. The employer may deduct from the employee's payment any amounts lawfully owing by the employee.

7.5. The monthly salary due to the employee shall be calculated as follows:

$$\text{Monthly salary} = \frac{\text{Annual salary}}{12}$$

7.6. The employee may not cede any right, title, interest or claim in respect of any payment owed or to be owed to him by the employer without the written permission of the employer.

CLAUSE 8: WORKING DAYS AND WORKING HOURS

The working hours of the employee shall be determined by negotiation between the employer and employee with consideration of the fact that such **official** working hours shall, from the nature of the employee's obligations to the employer and the needs of the community, be in keeping with circumstances.

In the absence of an agreement between the employer and the employee the following shall apply:

8.1 Working days and working hours:

8.1.1. Subject to any provision to the contrary contained in these conditions of service, the employer shall not require or allow the working hours of the employee to exceed 46 hours per working week.

8.1.2. Subject to the provision of clause 8.1.1 and any amendments agreed upon **in writing** by the employer and employee from time to time, the employee shall be on duty on the working days and during the working hours that are applicable at the employer on the date of commencement of these conditions of service.

8.1.3. The employee shall not work for an uninterrupted period of longer than five hours without a break of at least one hour, during which break the employee shall not be compelled or allowed to do any work, and such break shall not be deemed to be part of the employee's working hours: Provided that—

8.1.3.1. the employer and the employee may agree that the uninterrupted period may be a maximum of six hours and that such break may be shortened to half an hour or increased to a maximum of 1—hour;

8.1.3.2. any working hours that are interrupted by breaks not provided for in this clause, shall be deemed to be uninterrupted.

CLAUSE 9: GRIEVANCE PROCEDURE

9.1. Where a grievance of the employee against the employer or vice versa cannot be informally settled, the employee or the employer, as the case may be, shall forthwith report the grievance in writing to the industrial council, after which said Industrial Council shall forthwith appoint an advisory committee to resolve the grievance.

9.1.1 Indien die betrokke advieskomitee nie die geskil kan bylê nie—

9.1.1.1 kan die werknemer, indien die werkgewer nie ingevolge klousule 9.1.1.2 optree nie, binne 14 werkdag nadat die advieskomitee verslag gedoen het dat hy nie die gries kan bylê nie, die volgende prosedure volg:

- (a) Die werknemer kan die geskil na die Vereniging van Administratiewe Hoofamptenare van Plaaslike Owerhede- (VAHPO-)afdeling van die nywerheidsraad verwys;
- (b) indien die geskil nie deur die VAHPO-afdeling van die nywerheidsraad besleg kan word nie, kan die saak na die Nywerheidshof verwys word;

9.1.1.2 kan die werkgewer, indien hy van mening is dat 'n ondersoek 'n oplossing vir die gries kan bied, binne sewe werkdag nadat die advieskomitee verslag gedoen het dat hy nie die gries kan bylê nie, ingevolge klousule 10 optree.

KLOUSULE 10: OMSKRYWING VAN WANGEDRAG EN DISIPLINÊRE PROSEDURE

10.1 Wangedrag:

10.1.1 Die werknemer is aan wangedrag skuldig indien hy—

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

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

10.1.1.3 'n wettige opdrag wat aan hom gegee word deur die werkgewer en/of die bestuurskomitee van die werkgewer, nie gehoorsaam nie, dit verontagsaam of opsetlik versuim om dit uit te voer;

10.1.1.4 nalatig is in die uitvoering van sy pligte of nalaat om sy pligte uit te voer;

10.1.1.5 hom met betrekking tot die uitvoering van sy pligte op 'n skandelijke, onbehoorlike, onbetaamlike of oneerlike wyse gedra;

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

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 werkgewer en/of bestuurskomitee van die werkgewer tot benadeling van die werkgewer en/of sy aktiwiteite bekend maak of gebruik;

10.1.1.8 korrupsie pleeg of omkoopgeld aanneem;

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

10.1.1.10 in stryd met klousule 8 sonder verlof of billike rede van sy kantoor of diens afwesig is;

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

10.1.1.12 betalende werk buite die werkgewer se diens verrig of hom daartoe verbind of 'n finansiële belang in 'n sake-onderneming verkry voordat hy eers die toestemming van die werkgewer gevra en verkry het, welke toestemming nie onredelikerwys deur die Raad weerhou mag word nie, of enige voorwaardes waarop sodanige toestemming deur die werkgewer verleen is, oortree;

9.1.1 In the event of the advisory committee concerned not being able to resolve the dispute—

9.1.1.1 the employee may, if the employer does not act in terms of clause 9.1.1.2, within 14 days after the advisory committee has advised that it cannot resolve the grievance, follow the following procedure:

- (a) the employee may refer the dispute to the Association of Chief Administrative Officers of Local Authorities' (ACALA) Division of the industrial council;
- (b) if the dispute cannot be settled by the ACALA Division of the industrial council, the matter may be referred to the Industrial Court;

9.1.1.2 the employer may, if he is of the opinion that an inquiry offers a solution to the grievance, within seven working days after the advisory committee has advised that it cannot resolve the grievance, act in terms of clause 10.

CLAUSE 10: DEFINITION OF MISCONDUCT AND DISCIPLINARY PROCEDURE

10.1 Misconduct:

10.1.1 The employee shall be guilty of misconduct if he—

10.1.1.1 intentionally infringes a provision of these conditions of service or fails to comply therewith;

10.1.1.2 intentionally or negligently acts in a manner detrimental to the employer, his discipline or effectiveness, or has it done, or allows it to be done;

10.1.1.3 disobeys, disregards or intentionally fails to carry out a lawful instruction given to him by the employer and/or the management committee of the employer;

10.1.1.4 is negligent in the performance of his duties or neglects to perform his duties;

10.1.1.5 in respect of the performance of his duties, conduct himself in a disgraceful, improper, unseemly or dishonest manner;

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

10.1.1.7 except in the performance of his duties, discloses or uses information obtained in the course of his duties without the prior consent of the employer and/or the management committee of the employer to the prejudice of the employer;

10.1.1.8 commits corruption or accepts any bribe;

10.1.1.9 wrongfully appropriates the employer's property or intentionally or negligently imperils or damages it, or uses it in an improper or unlawful manner or knowingly allows it to be so used;

10.1.1.10 contrary to clause 8 is absent from his office or service without leave or valid reason;

10.1.1.11 knowingly makes an erroneous or false statement to benefit himself in his office or to prejudice the employer's service or someone in the employer's service or to detract from it;

10.1.1.12 undertakes paying work outside the employer's service or commits himself to such work, or obtains a financial interest in a business before seeking and obtaining the employer's consent, which consent may not be unreasonably denied by Council, or infringes any conditions under which the employer grants such consent;

10.1.1.13 betaalde werk vir iemand anders buite die werkgewer se diens verrig of hom daartoe verbind voordat hy eers die toestemming van die werkgewer gevra en verkry het, of enige voorwaardes waarop sodanige toestemming deur die werkgewer verleen is, oortree; of

10.1.1.14 enige ander persoon of groep persone in diens van die werkgewer aanhits om deel te neem aan 'n staking, of om enige ander werksaamhede van die werkgewer te ontwrig of te belemmer.

10.2 Dissiplinêre prosedure:

10.2.1 Wanneer enige persoon of die werkgewer 'n beskuldiging van wangedrag teen die werknemer maak, word die volgende prosedure deur die werkgewer en die werknemer gevolg:

10.2.1.1 Die beskuldiging teen die werknemer word so volledig moontlik skriftelik by die voorsitter of burgemeester van die werkgewer deur die persoon wat die beskuldiging maak, ingedien: Met dien verstande dat in die geval van 'n beweerde oortreding van klousule 10.1.1.6, die werknemer hom op versoek en onder toesig van die werkgewer deur 'n bevredigende persoon moet laat toets vir drank- en/of dwelmmisbruik.

10.2.1.2 Die werkgewer of sy gevolmagtigde—

(a) verwys die beskuldiging van wangedrag binne sewe werkdade na ontvangs na 'n persoon wat nie 'n Raadslid van of 'n amptenaar in diens van die werkgewer is nie en wat deur die werkgewer aangewys is (hierna die aanklaer genoem), en gelas hom om die beskuldiging te ondersoek;

(b) verskaf 'n afskrif van die beskuldiging van wangedrag aan die werknemer.

10.2.1.3 Die aanklaer doen binne sewe werkdade vanaf die datum van die lasgewing bedoel in klousule 10.2.1.2, of waar die werknemer van 'n strafregtelike misdryf beskuldig word, die datum waarop die uitslag van die betrokke ondersoek of verhoor bekend is, of sodanige vroeër datum as waarop hy van mening is dat hy oor voldoende inligting beskik, 'n aanbeveling aan die Raad oor of die beskuldiging 'n dissiplinêre verhoor regverdig al dan nie, en stel die voorsitter van die werkgewer asook die werknemer skriftelik dienooreenkomstig in kennis.

10.2.1.4 Indien die Raad van mening is dat die beskuldiging nie 'n ondersoek regverdig nie, stel hy die voorsitter van die werkgewer asook die werknemer skriftelik dienooreenkomstig in kennis en word die saak as afgehandel beskou.

10.2.1.5 Indien die Raad van mening is dat 'n dissiplinêre verhoor geregverdig is, stel hy binne sewe werkdade vanaf die datum van sy skrywe aan die voorsitter van die werkgewer soos in klousule 10.2.1.3 beoog, 'n klagstaat op wat 'n uiteensetting van die beweerde wangedrag bevat, en voorsien die werknemer, sy vakvereniging en die voorsitter van die werkgewer van 'n afskrif van sodanige klagstaat.

10.2.1.6 Na ontvangs van die klagstaat moet die werknemer binne 14 werkdade 'n skriftelike erkenning of ontkenning en, indien hy dit verkies, 'n skriftelike verklaring of verduideliking van die wangedrag waarvan hy beskuldig word, aan die voorsitter van die werkgewer rig.

10.2.1.7. Die voorsitter of die burgemeester van die werkgewer lê die klagstaat van die beweerde wangedrag wat deur die aanklaer opgestel is en die erkenning, ontkenning of verduideliking van die werknemer binne sewe werkdade aan die werkgewer voor, en die werkgewer besluit binne sewe werkdade na die voorlegging aan hom en oorweging deur hom daarvan of daar voortgegaan word met die aanstelling van 'n tugkomitee al dan nie.

10.1.1.13 undertakes paid work for someone outside the employer's service or commits himself thereto before seeking and obtaining the employer's consent, or infringes any conditions under which such consent is granted by the employer; or

10.1.1.14 incites any other persons or group of persons in the employer's service to participate in a strike, or to disrupt or impede any other activities of the employer.

10.2 Disciplinary procedure:

10.2.1 When any person or the employer lodges an accusation of misconduct against the employee, the following procedure shall be followed by the employer and the employee:

10.2.1.1 The accusation against the employee shall be submitted as comprehensively as possible in writing to the chairman or mayor of the employer by the person lodging the accusation: Provided that in the case of an alleged infringement of clause 10.1.1.6, the employee shall, at the request and under the supervision of the employer, be tested for liquor and/or drug abuse by a satisfactory person.

10.2.1.2 The employer or his authorised representative:

(a) shall within seven working days after receipt of the accusation, refer it to a person who is not a councillor or an official in the employer's service, and who is appointed by the employer (hereinafter referred to as the prosecutor), and shall instruct him to investigate the accusation;

(b) shall provide a copy of the accusation of misconduct to the employee.

10.2.1.3 The prosecutor shall, within seven working days of the date of the mandate referred to in clause 10.2.1.2, or where the employee is accused of a criminal offence, the date on which the result of the inquiry concerned or trial is published, or such earlier date on which he in his opinion has sufficient information at his disposal, recommend to the Council whether or not the accusation justifies a disciplinary hearing, and shall in writing notify the chairman of the employer and the employee accordingly.

10.2.1.4 In the event of the Council being of the opinion that the accusation does not justify an inquiry, it shall notify the chairman of the employer and the employee in writing accordingly and the matter shall be regarded as concluded.

10.2.1.5 In the event of the Council being of the opinion that a disciplinary hearing is justified, it shall, within seven working days from the date of its letter to the chairman of the employer, as contemplated in clause 10.2.1.3, draw up a charge sheet containing an exposition of the alleged misconduct, and shall provide a copy of such charge sheet to the employee, his trade union and the chairman of the employer.

10.2.1.6 On receipt of the charge sheet the employee shall within 14 working days address a written admission or denial and, if he so wishes, a written statement or explanation of the misconduct of which he is accused to the chairman of the employer.

10.2.1.7. The chairman or the mayor of the employer shall submit the charge sheet of the alleged misconduct drawn up by the prosecutor, and the admission, denial or explanation of the employee to the employer within seven working days, and the employer shall within seven working days after the submission thereof to him and after consideration thereof resolve whether or not to proceed with the appointment of a disciplinary committee.

10.2.1.8 In die geval van 'n erkenning van die werknemer en waar die werkgever oortuig is dat die beweringe nie van 'n ernstige aard is nie, en dus nie ontslag regverdig nie, kan hy die werknemer berispe of 'n ander straf ingevolge klousule 10.4.2 of klousule 10.4.3 opleë, waarna die saak as afgehandel beskou word.

10.2.1.9 Indien die werkgever na oorweging van die beweringe soos bedoel in klousule 10.2.1.7, besluit om die aanklag na 'n tugkomitee te verwys, word so 'n tugkomitee, wat uit onervermelde persone bestaan, binne 10 werkdade na die besluit saamgestel:

- (a) 'n persoon in die regspraktyk soos onderling deur die partye ooreengekom wat gesamentlik deur die werkgeversorganisasie en die vakvereniging benoem word en wat op koste van die werkgever as voorsitter van die tugkomitee optree: Met dien verstande dat indien die partye nie onderling kan ooreenkom ten opsigte van die aanstelling van 'n geskikte persoon nie, die aangeleentheid na die VAHPO-afdeling van die nywerheidsraad verwys word vir die aanwysing van 'n voorsitter;
- (b) 'n persoon wat deur die werkgever of die werkgeversorganisasie benoem word, wat nie 'n lid van die werkgever is nie;
- (c) 'n persoon wat deur die VAHPO of 'n ander vakvereniging benoem word en wat nie 'n amptenaar van die werkgever is nie.

10.2.1.10 Die voorsitter van die tugkomitee stel die aanklaer, die werknemer en sy verteenwoordiger, na gelang van die geval, skriftelik in kennis van die datum, tyd en plek van die ondersoek, wat binne 10 werkdade vanaf die datum waarop hy van sy aanstelling as voorsitter van die tugkomitee verwittig is, moet plaasvind.

10.2.1.11 Die rekord van die verrigtinge word op 'n elektromagnetiese band opgeneem en 'n duplikaat van die elektromagnetiese rekord van die verrigtinge word binne drie werkdade nadat hulle daarom aansoek gedoen het, deur die voorsitter van die tugkomitee aan die werknemer en werkgever verskaf.

10.2.1.12 Indien die werknemer vrywillig uit die werkgever se diens tree voordat hy aan die wangedrag waarvan hy aangekla is, skuldig bevind word of daarvoor gestraf word, word verdere interne tugstappe teen hom opgeskort en word enige betaling tot op die datum van sy uitdienstrede aan hom betaal, behoudens enige verhaalreg waaroor die werkgever regtens mag beskik.

10.2.1.13 Die werknemer teen wie daar ooreenkomstig klousule 10.4 deur 'n tugkomitee opgetree is, kan binne 30 werkdade vanaf die datum van die kennisgewing bedoel in klousule 10.4.5, met volle opgawe van redes skriftelik by die nywerheidsraad appèl aanteken teen die bevinding, tugmaatreëls en handelinge van die tugkomitee. Bovermelde appèl word in die geval van 'n VAHPO-lid deur die VAHPO-afdeling aangehoor binne 30 werkdade vanaf die datum waarop sy appèl ontvang is.

10.2.1.14 Wanneer 'n kennisgewing, verklaring, dokument of ander mededeling ingevolge die voormelde prosedure aan 'n persoon gegee, verstrek of beteken moet word, word so 'n kennisgewing, verklaring, dokument of mededeling per aangetekende pos aan hom gestuur of aan hom afgelewer by sy laaste woonadres soos deur hom verstrek.

10.3 By 'n dissiplinêre verhoor—

10.3.1 mag geen persoon wat die beskuldiging aanhangig gemaak het, of wat die beskuldiging ondersoek het of wat as aanklaer in verband met die beskuldiging optree, of wat getuie is lewer, of wat tydens 'n vorige ondersoek in verband met dieselfde of 'n ander beskuldiging gemoeid was, 'n lid van die tugkomitee wees nie;

10.2.1.8 In the event of an admission by the employee and where the employer is convinced that the allegations are not of a serious nature, and therefore do not justify dismissal, he may reprimand the employee or impose another penalty in terms of clause 10.4.2. or clause 10.4.3, after which the case shall be regarded as concluded.

10.2.1.9 In the event of the employer, after consideration of the allegations as determined in clause 10.2.1.7, resolving to refer the accusation to a disciplinary committee, such disciplinary committee, consisting of the undermentioned persons, shall be constituted within 10 working days after the resolution:

- (a) a person in legal practice as mutually agreed upon by the parties, who shall be jointly nominated by the employers' organisation and the trade union and who, at the cost of the employer, shall act as chairman of the disciplinary committee: Provided that if the parties cannot agree mutually on the appointment of the suitable person, the matter shall be referred to the ACALA Division of the industrial council for the appointment of a chairman;
- (b) a person nominated by the employer or the employers' organisation, who shall not be a member of the employer;
- (c) a person nominated by the ACALA or another trade union, and who shall not be an official of the employer.

10.2.1.10 The chairman of the disciplinary committee shall notify the prosecutor, the employee and his representative, as the case may be, in writing of the date, time and place of the inquiry, which shall take place within 10 working days from the date on which he was informed of his appointment as chairman of the disciplinary committee.

10.2.1.11 The record of the proceedings shall be recorded on an electromagnetic tape and the chairman of the disciplinary committee shall provide a copy of the electromagnetic record of the proceedings to the employee and the employer within three working days after they have applied for it.

10.2.1.12 Should the employee voluntarily retire from the employer's service before being found guilty of or punished for the misconduct of which he is accused, further internal disciplinary measures against him shall be suspended and any payment up to the date of his retirement shall be paid to him, subject to any right of recovery the employer may have by law.

10.2.1.13 The employee against whom action has been taken in accordance with clause 10.4 by a disciplinary committee, may within 30 working days from the date of the notice referred to in clause 10.4.5, appeal to the industrial council in writing with the full account of reasons against the finding, disciplinary measures and actions of the disciplinary committee. The above-mentioned appeal shall be heard within 30 working days from the date of receipt of the appeal by the ACALA Division in case of an ACALA member.

10.2.1.14 When a notice, statement, document or other communication must be given or furnished to or served on a person in terms of the aforesaid procedure, such a notice, statement, document or communication shall either be sent to him by registered mail or delivered to him at his last residential address as provided by him.

10.3 At a disciplinary hearing—

10.3.1 no person who has lodged the accusation, or who has investigated the accusation, or who acts as prosecutor, or who gives evidence, or who was involved in the same or another accusation during a previous inquiry, shall be a member of the disciplinary committee;

10.3.2 word getuienis van die beweerde wangedrag gelei en argumente ter staving daarvan aangevoer deur die aanklaer en het hy die reg om die werknemer, indien hy getuienis aflê, en enige persoon wat deur of namens die werknemer as getuie opgeroep is, in kruisondervraging te neem en alle dokumente wat deur of namens die aangeklaagde werknemer as getuienis voorgelê is, deur te lees;

10.3.3 het die werknemer die reg om nadere besonderhede met betrekking tot die klagte aan te vra: Met dien verstande dat hy ten minste 10 werkdade voor die verhoor sodanige versoek rig: Met dien verstande voorts dat die aanklaer binne vyf werkdade na ontvangs reageer, en indien die werknemer nie nadere besonderhede versoek nie, die werknemer hom nie daarop kan beroep dat die klagstaat vaag en onduidelik is nie;

10.3.4 het die tugkomitee die reg om enige getuie wat ter staving van die aanklag of vir die verweer opgeroep is, te ondervra en alle dokumente wat as getuienis aangebied of voorgelê is, deur te lees;

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

10.3.6 belet die vryspreking of die skuldigbevinding van 'n werknemer deur 'n geregshof op 'n aanklag van 'n kriminele misdryf nie dat stappe ingevolge hierdie diensvoorwaardes op 'n aanklag van wangedrag teen hom ingestel kan word nie, ongeag of die wangedrag, 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 sou uitmaak waaraan hy by sy verhoor op bedoelde kriminele aanklag skuldig bevind kon geword het;

10.3.7 indien 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 tersyde gestel is of 'n appel teen sodanige skuldigbevinding voor 'n hoër hof hangende is.

10.4 Indien die tugkomitee van mening is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla is nadat hy die getuies, pleidooie en argumente ter ondersteuning van die aanklag en ter verdediging van die werknemer aangehoor het, kan die tugkomitee een of meer van die volgende tugstappe teen die werknemer doen: Met dien verstande dat indien die werknemer skuldig bevind word, maar alvorens op enige aanbeveling van welke aard ook al besluit word, die werknemer daarop geregtig is om getuienis en pleidooie ter strafversagting voor te lê:

10.4.1 die werknemer berispe;

10.4.2 die werknemer met 10% van sy bruto maandelikse salaris beboet, welke boete die werkgever toekom en verhaal kan word deur aftrekking van die werknemer se salaris in die paaiementen waarop die werkgever en die werknemer ooreenkom;

10.4.3 die boete in klousule 10.4.2 bedoel op die voorwaardes deur die tugkomitee bepaal, vir 'n tydperk van hoogstens 12 maande opgeskort;

10.4.4 behoudens die bepalings van klousule 10.4.5.1 by die werkgever aanbeveel dat die werknemer se dienste beëindig word onderworpe aan sodanige voorwaardes as wat die tugkomitee aanbeveel.

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

10.3.3 the employee shall have the right to request further particulars in respect of the charges: Provided that he shall put such request at least 10 working days before the trial: Provided further that the prosecutor shall react within five working days after receipt thereof, and should the employee not request further particulars, he may not claim that the charge sheet is vague and obscure;

10.3.4 the disciplinary committee shall have the right to question any witness called in support of the charge or for the defence, and to scrutinise all documents offered or submitted as evidence;

10.3.5 the failure of the accused employee to be present personally or by a representative shall not invalidate the proceedings;

10.3.6 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 these conditions of service 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 acquitted or convicted, or another offence of which he could be found guilty at his trial on the aforementioned criminal charge;

10.3.7 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 his trial and conviction by that court, after the employee has been identified as the person referred to in such record, shall constitute conclusive proof that he is 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.

10.4 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 impose one or more of the following disciplinary measures upon the employee: Provided that should the employee be convicted, but before any recommendation of whatever nature is decided upon, the employee shall be entitled to submit evidence and pleas in mitigation:

10.4.1 reprimand the employee;

10.4.2 fine the employee by 10% of his gross monthly salary, which fine shall be due to the employer and which may be recovered by deduction from the employee's salary in instalments as agreed by the employer and the employee;

10.4.3 suspend the fine referred to in clause 10.4.2 for a period not exceeding 12 months on conditions as imposed by the disciplinary committee;

10.4.4 subject to the provisions of clause 10.4.5.1, recommend to the employer that the employee's services be terminated subject to such conditions as the disciplinary committee may recommend.

10.5.1 Die aangeklaagde werknemer en sy gevolgmagtigde verteenwoordiger moet binne sewe werkdade vanaf die datum van die afhandeling van die ondersoek deur die voorsitter van die tugkomitee skriftelik van die bevinding van die komitee in kennis gestel word en in die geval van 'n aanbeveling in klousule 10.4.4 bedoel, moet die werkgewer binne 10 werkdade na die voorlegging aan hom van sodanige aanbeveling 'n finale besluit neem. Met dien verstande dat 'n besluit van die werkgewer om die werknemer se diens te beëindig, met minstens 'n tweederdemeerderheid van al die lede van die werkgewer geneem word.

10.5.2 Indien die werkgewer nie die aanbeveling van die tugkomitee soos in klousule 10.4.4 bedoel, aanvaar nie, kan hy 'n mindere straf of boete opleë, waarna die saak as afgehandel beskou word.

10.6 Skorsing:

Die Raad moet met die werknemer beraadslaag voordat 'n finale besluit ten opsigte van skorsing geneem word.

10.6.1 Wanneer 'n werkgewer van voorneme is om 'n werknemer (hetsy voor- of nadat die werknemer van wangedrag aangekla is) te skors omdat die werkgewer van mening is dat sy belange geskaad kan word sou die werknemer met sy werk voortgaan, moet hy binne sewe werkdade na sodanige **spesiale** besluit [ingevolge artikel 18 (1) van Munisipale Ordonnansie No. 20 van 1974] aan die werknemer skriftelik die redes verstrek waarom die werknemer geskors behoort te word en waarom die belange van die werkgewer geskaad kan word.

10.6.1.1 Die werknemer kan binne sewe werkdade na ontvangs van sodanige besluit skriftelik en/of mondeling vertoë tot die werkgewer rig waarom sodanige voorgename skorsing nie tot uitvoering gebring moet word nie.

10.6.1.2 Die werkgewer moet binne sewe werkdade na ontvangs daarvan die vertoë oorweeg, waarna hy, hetsy voor- of nadat die werknemer van wangedrag aangekla is, die werknemer kan skors indien hy van mening is dat sy belange geskaad kan word sou die werknemer in daardie stadium met sy werk voortgaan.

10.6.2 Die werknemer wat ingevolge klousule 10.6.1 geskors is, is vir die tydperk van sy skorsing op sy volle salaris geregtig.

10.6.3 Indien 'n aanklag teen die werknemer teruggetrek word of nie bewys word nie, word hy toegelaat om weer diens te aanvaar.

10.6.4 As 'n werknemer wat ingevolge klousule 10.6.1 geskors is, kragtens klousule 10.4, uitgesonderd subklousules 10.4.4 en 10.4.5 gestraf word, moet hy onverwyld toegelaat word om weer diens te aanvaar.

10.6.5 Die werkgewer kan die skorsing ten eniger tyd intrek en ondanks so 'n intrekking kan die verrigtinge in verband met die ondersoek voortgesit word.

10.7 Verrigtinge in camera:

10.7.1 Alle verrigtinge ten aansien van 'n klag van wangedrag teen die werknemer, hetsy deur die werkgewer of tugkomitee, vind *in camera* plaas en niemand behalwe die persone waarop uitdruklik deur die partye ooreengekom is, word by die verrigtinge toegelaat nie.

10.7.2 Indien die werknemer skuldig bevind word, kan die Raad besluit om die oorkonde van die verrigtinge bedoel in klousule 10.7.1 (ten opsigte van die klagtes waarop hy skuldig bevind is) beskikbaar te stel ter insae van die publiek.

10.7.3 Indien die werknemer onskuldig bevind is, kan die werkgewer en die werknemer onderling ooreenkom om 'n gesamentlike verklaring in hierdie verband uit te reik.

10.5.1 Within seven working days from the date of the completion of the inquiry, the accused employee and his authorised representative shall be notified in writing of the finding of the committee by the chairman of the disciplinary committee, and in the case of a recommendation referred to in clause 10.4.4 the employer shall make a final decision within 10 working days after such recommendation has been submitted to him: Provided that a decision by the employer to terminate the employee's services shall be taken with at least a two-thirds majority of all the members of the employer.

10.5.2 Should the employer not accept the recommendation of the disciplinary committee as referred to in clause 10.4.4, he may impose a lesser penalty or fine, after which the matter shall be regarded as concluded.

10.6 Suspension:

Council shall consult with the employee before a final decision is taken in respect of suspension.

10.6.1 When an employer intends to suspend an employee (whether before or after the employee has been charged with misconduct) because the employer is of the opinion that his interests could be prejudiced should the employee continue with his work, he shall within seven working days after such **special** resolution [in terms of section 18 (1) of the Municipal Ordinance No. 20 of 1974] provide the reasons in writing to the employee why the employee should be suspended, and why the interests of the employer could be prejudiced.

10.6.1.1 The employee may within seven days after receipt of such decision make written and/or verbal representations to the employer why such proposed suspension should not be carried out.

10.6.1.2 The employer shall within seven working days after receipt thereof consider the representations, whereafter he, whether before or after the employee has been charged with misconduct, may suspend the employee if he is of the opinion that his interests may be prejudiced should the employee continue with his work at that stage.

10.6.2 The employee who is suspended in terms of clause 10.6.1 shall be entitled to his full salary for the period of his suspension.

10.6.3 Should a charge against the employee be withdrawn or not proven he shall be permitted to resume his duties.

10.6.4 If any employee who has been suspended in terms of clause 10.6.1 is punished in accordance with the provisions of clause 10.4, excluding subclauses 10.4.4 and 10.4.5, he shall forthwith be permitted to resume his duties.

10.6.5 The employer may withdraw a suspension at any time and notwithstanding such withdrawal, the proceedings in respect of the charges may be continued.

10.7 Proceedings in camera:

10.7.1 All proceedings in respect of a charge of misconduct against the employee, either by the employer or the disciplinary committee, shall take place in camera and nobody except the persons explicitly agreed upon by the parties, shall be permitted at such proceedings.

10.7.2 Should the employee be convicted, the council may decide to make the record of the proceedings referred to in Clause 10.7.1 (in respect of the charges on which he has been convicted) available for inspection by the public.

10.7.3 Should the employee be acquitted, the employer and the employee may mutually agree to issue a joint statement in this respect.

KLOUSULE 11: DIENSBEËINDIGING

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

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

11.1.2. indien hy om mediese redes deur sy pensioenfonds op pensioen geplaas is;

11.1.3 by skuldigbevinding aan wangedrag ingevolge die bepalings van klousule 10 van hierdie diensvoorwaardes;

11.1.4 wanneer sowel die werknemer as die werkgewer daartoe instem;

11.1.5 wanneer die werknemer minstens een werkmaand skriftelik kennis gee dat sy dienste op 'n bepaalde datum beëindig word;

11.1.6 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 sy normale diensverpligtinge nie daardeur geraak word nie.

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

11.3 Behoudens enige andersluidende bepalings van hierdie diensvoorwaardes of van die werknemer se dienskontrak met die werkgewer, moet 'n kennisgewing van diensbeëindiging skriftelik deur of die werkgewer of die werknemer geskied en moet die tydperk vanaf die datum van sodanige kennisgewing tot die datum van diensbeëindiging minstens een werkmaand wees: Met dien verstande dat die werkgewer of werknemer, na gelang van die geval, 'n korter tydperk mag aanvaar.

11.4 Die werkgewer moet, waar sodanige korter kennisgewing deur hom gegee is, aan die werknemer sy salaris ten opsigte van die tydperk waarmee die voorgeskrewe kennisgewingstydperk wat ooreenkomstig hierdie klousule vereis word, die korter tydperk van kennisgewing oorskry, betaal.

11.5 Tensy sowel die werkgewer as die werknemer daartoe instem, mag geen tydperk van kennisgewing van diensbeëindiging saamval met enige tydperk van goedgekeurde afwesigheidsverlof met volle of halwe besoldiging nie.

KLOUSULE 12: REIS- EN VERBLYFTOELAE

12.1 Wanneer die werknemer in opdrag van of met die goedkeuring van die werkgewer 'n vergadering of opleidingskursus buite die gebied van die plaaslike owerheid, of in die geval van 'n streeksdiensteraad, buite sy standplaas, bywoon of aldus werk moet verrig en moet oornag, word 'n reis- en verblyftoelae, soos van tyd tot tyd deur die werkgewer bepaal, aan die betrokke werknemer betaal.

12.2 Wanneer die werknemer in opdrag van of met die goedkeuring van die werkgewer 'n vergadering of opleidingskursus buite die gebied van die plaaslike owerheid bywoon of aldus werk moet verrig en nie moet oornag nie, word 'n reis- en verblyftoelae, soos van tyd tot tyd deur die werkgewer bepaal, aan die betrokke werknemer betaal.

CLAUSE 11: TERMINATION OF SERVICE

11.1 Subject to the provisions of these conditions of service, the employer may terminate the services of the employee on a date as determined by the employer for any of the following reasons:

11.1.1 On the attainment by the employee of the pensionable age as determined by the municipal pension fund concerned, or where the employee is not a contributory member of such fund, on the attainment of the pensionable age as determined by the regulations of the fund of which he would normally have been a member had he qualified for such membership;

11.1.2 in the event of him being pensioned by his Pension Fund for medical reasons;

11.1.3 on conviction of misconduct in terms of the provisions of clause 10 of these conditions of service;

11.1.4 when both the employee and the employer agree thereto;

11.1.5 when the employee gives written notice of at least one working month that his services are to be terminated on a specific date;

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

11.2 The services of the employee who retires in terms of the provisions of the regulations of a municipal pension fund, or at such age as 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 Subject to any other provisions to the contrary of these conditions of service or of the employee's service contract with the employer, a notice of termination of service by either the employer or the employee shall be given in writing and the period from the date of such notice to the date of termination of service shall be at least one working month. Provided that the employer or the employee, as the case may be, may accept a shorter period.

11.4 The employer shall, where such shorter notice has been given by him, pay to the employee his salary in respect of the period by which the prescribed notice period required in terms of this clause exceeds the shorter period of notice.

11.5 Unless both the employer and the employee agree thereto, no period of notice of termination of service shall coincide with any period of approved leave of absence with full or half remuneration.

CLAUSE 12: SUBSISTENCE AND TRAVELLING ALLOWANCE

12.1 When the employee at the instance and with the approval of the employer attends a meeting or training course outside the area of the local authority, or in the case of a regional services council, outside his locality or has to work in this manner and has to stay overnight, a travelling and subsistence allowance, as determined by the employer from time to time, shall be paid to the employee concerned.

12.2 When the employee at the instance and with the approval of the employer attends a meeting or training course outside the area of the local authority or has to work in this manner and does not have to stay overnight, a travelling and subsistence allowance, as determined by the employer from time to time, shall be paid to the employee concerned.

KLOUSULE 13: VERLOFVOORWAARDES

Die verlofvoorwaardes en ander diensvoordele soos van toepassing op die datum van aanvaarding van die diensvoorwaardes deur die nywerheidsraad, bly van krag, soos van tyd tot tyd gewysig.

KLOUSULE 14: ALGEMEEN**14.1 Betalende werk buite die werkgewer se diens verrig:**

Die werknemer mag, met skriftelike toestemming van die werkgewer en op die voorwaardes deur hom bepaal, enige werk teen vergoeding buite die werkgewer se diens verrig of hom daartoe verbind.

14.2 Verstrekking van inligting:

Die werknemer stel die werkgewer sonder versuim in kennis van sy woonadres, huis telefoonnommer en enige inligting wat sy indienschouing of sy voorwaardes van indienschouing by die werkgewer beïnvloed, asook van enige verandering daarvan.

14.3 Lidmaatskap van vakvereniging:

14.3.1 Die werknemer mag lid wees van 'n vakvereniging wat vir die Plaaslike Bestuursonderneming geregistreer is volgens die registrasiebestek van sodanige vakvereniging.

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

14.4 Oorlegpleging tussen die werkgewer en 'n vakvereniging:

Die werkgewer moet met die vakvereniging oorleg pleeg in geval van alle sake wat die werknemer nadelig mag raak, en indien daar nie eenstemmigheid bereik word nie, moet die aangeleentheid vir oorweging na die nywerheidsraad verwys word.

14.5 Besikbaargestelling van 'n afskrif van hierdie diensvoorwaardes aan die werknemer:

Die werkgewer moet 'n afskrif van hierdie diensvoorwaardes aan die werknemer voorsien, nadat hy as lid van die vakvereniging aangesluit het.

14.6 Beskerming van werknemers:

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

14.7 Administrasie van diensvoorwaardes:

Die nywerheidsraad is vir die administrasie van hierdie diensvoorwaardes verantwoordelik.

14.8 Vrystelling:

14.8.1 Die nywerheidsraad kan, behoudens die bepalings van enige wetgewing, na voorlegging van goeie en afdoende redes deur die werkgewer, skriftelik vrystelling van enige van die bepalings van hierdie ooreenkoms aan sodanige werkgewer verleen.

14.8.2 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.

14.8.3 Indien vrystelling aan die werkgewer verleen word, moet 'n vrystellingsertifikaat deur die Sekretaris van die nywerheidsraad onderteken en aan die werkgewer uitgereik word.

CLAUSE 13: LEAVE CONDITIONS

The leave conditions and other service benefits as applicable on the date of adoption of the conditions of service by the industrial council shall remain in force, as amended from time to time.

CLAUSE 14: GENERAL**14.1 Remunerative work undertaken outside the employer's service:**

The employee may, with the employer's written consent and on conditions as determined by him, undertake any work for remuneration outside the employer's service or bind him thereto.

14.2 Furnishing of information:

The employee shall inform the employer without delay of his residential address, home telephone number and any information that affects his employment or his conditions of employment with the employer, as well as any change thereof.

14.3 Membership of trade union:

14.3.1 The employee may be a member of a trade union that is registered for the Local Government Undertaking according to the scope of registration of such trade union.

14.3.2 Where the employee is a member of a trade union, the employee shall be subject to the provisions of any agreement between the employer and the trade union of which such employee is a member.

14.4 Consultation between the employer and a trade union:

The employer shall consult the trade union in respect of all matters that may affect the employee detrimentally, and in the event of unanimity not being reached, the matter shall be referred to the industrial council for consideration.

14.5 Provision of a copy of these conditions of service to the employee:

The employer shall provide a copy of these conditions of service to the employee on joining as member of the trade union.

14.6 Protection of employees:

Notwithstanding the provisions of these conditions of service, an employee shall at all times have the right to contest an act of the employer in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956), or by any other legal means.

14.7 Administration of conditions of service:

The industrial council shall be responsible for the administration of these conditions of service.

14.8 Exemption:

14.8.1 The industrial council may, subject to the provisions of any legislation and after submission of good and sufficient reasons by the employer, grant exemption from any of the provisions of this agreement in writing to such employer.

14.8.2 The industrial council shall in respect of any exemption granted under this clause, stipulate the conditions under which such exemption is granted, as well as the period in respect of which such exemption is valid.

14.8.3 In the event of exemption being granted to the employer, an exemption certificate shall be signed by the Secretary of the industrial council and issued to the employer.

14.8.4 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.

14.8.5 Die werkgever en/of die werknemer moet die voorwaardes van 'n vrystellingstifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

Hierdie ooreenkoms is namens die partye op hede die 17de dag van Januarie 1994 onderteken.

J. H. TRUTER,

Voorsitter.

A. H. FEENSTRA,

Hoofsekretaris: Nywerheidsraad.

14.8.4 The industrial council may at any time during the period in respect of which an exemption certificate is granted, amend or withdraw same without giving any reason therefor.

14.8.5 The employer and/or the employee shall comply with the conditions of the exemption certificate issued in accordance with this clause.

This agreement was signed on behalf of the parties this 17th day of January 1994.

J. H. TRUTER,

Chairman.

A. H. FEENSTRA,

Chief Secretary: Industrial Council.

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