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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1807

21 October 1994

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING, TRANSVAAL: STANDARD CONDITIONS OF SERVICE FOR TOWN CLERKS AND CHIEF EXECUTIVE OFFICERS

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 31 December 1999, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union.

T. T. MBOWENI,
Minister of Labour.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1807

21 Oktober 1994

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE PLAASLIKE BESTUURSONDERNEMING, TRANSVAAL: STANDAARD DIENS VOORWAARDES VIR STADSKLERKE EN HOOF UITVOERENDE BEAMPTES

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 31 Desember 1999 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

T. T. MBOWENI,
Minister van Arbeid.

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INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING, TRANSVAAL

STANDARD CONDITIONS OF SERVICE FOR TOWN CLERKS AND CHIEF EXECUTIVE OFFICERS OF CITY COUNCILS, TOWN COUNCILS, VILLAGE COUNCILS AND REGIONAL SERVICE COUNCILS

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

Municipal Employers Organisation,

and

Employers Organisation for Local Authorities

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

Association of Chief Administrative Officers for Local Authorities (Transvaal Region)

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

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

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' organisations and the trade union respectively;

1.1.2 in the Province of Transvaal 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 Pretoria and Johannesburg.

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NYWERHEIDSRaad VIR DIE PLAASLIKE BESTUURSONDERNEMING, TRANSVAAL

STANDAARD DIENSVOORWAARDES VIR STADSKLERKE EN HOOF UITVOERENDE BEAMPTES VAN STADSRAD, DORPSRAD EN STREEKDIENTSRAD

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

Munisipale Werkgewersorganisasie

en die

Werkgewersorganisasie vir Plaaslike Owerhede

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

Vereeniging van Administratiewe Hoofamptenare van Plaaslike Owerhede (Transvaalstreek)

(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 Transvaal.

KLOUSULE 1: GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet in die Plaaslike Owerheids-onderneming nagekom word—

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

1.1.2 in die Provinsie Transvaal 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 Pretoria en Johannesburg.

1.2 Notwithstanding the provisions of this Agreement, any agreements concluded by the employer and the employee which are contrary to any legal provisions governing the conditions of service of an employee shall be valid only after the necessary exemption has been granted by the Department of Labour, the Remuneration Board or the Industrial Council, as the case may be.

1.3 In the event of a dispute over the interpretation of the content of the conditions of service the Afrikaans text shall prevail.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into effect on a date fixed 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 till 31 December 1999 or for such period as determined by him.

CLAUSE 3: DEFINITIONS

In this Agreement, unless the context otherwise indicates—

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

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

“**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 section 2 of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), as amended;

“**payment**” means the remuneration due to an employee for services rendered to the employer including a payment—

- (a) in terms of a housing or motor scheme; or
- (b) which is excluded in terms of section 1 (2) of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984);

“**continuous service**” means the period of service with a employer uninterrupted by any form of termination of service by the employer: Provided that the period from the date of completion of a service contract to the date of commencement of the next service contract shall not be deemed to be an interruption of service if condoned by the Council (Employer);

“**monetary service benefit**” means any monetary contribution made to a scheme or fund by an employer on behalf or for the benefit of an employee;

“**grievance**” means any unresolved dissatisfaction between an employer and an employee arising from his service with his employer, but shall not include any matter arising from disciplinary action;

“**contractual to incumbent**” means the position in which an employee finds himself if—

- (a) he retains the full payment pertaining to his post before the downgrading of the employer as local authority or before any reduction in payment pertaining to his post; and

1.2 Ondanks die bepalings van hierdie Ooreenkoms is ooreenkomste deur die werkgever en die werknemer aangegaan wat teenstrydig is met wetsbepalings wat die diensvoorwaardes van die werknemer reël, geldig slegs nadat die nodige vrystellings deur die Departement van Arbeid verleen is, of ander vasstellings deur die Besoldigingsraad of die Nywerheidsraad gedoen is, na gelang van die geval.

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

KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), vasstel en bly van krag tot 31 Desember 1999 of vir die tydperk wat hy bepaal.

KLOUSULE 3: WOORDOMSKRYWING

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

“**aanstelling**” die magtiging deur 'n werkgever aan 'n applikant verleen om op 'n bepaalde aanstellingsdatum tot die werkgever se diens toe te tree, en die plasing van die applikant deur die werkgever 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 die werkgever herroep word, 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), soos gewysig;

“**besoldigingsraad**” die Raad op Besoldiging en Diensvoordele van Stadsklerke ingestel by artikel 2 die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), soos gewysig;

“**betaling**” die besoldiging wat aan 'n 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;

“**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 as 'n diensonderbreking beskou word nie, indien dit deur die Raad (Werkgever) gekondoneer word;

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

“**grief**” enige onopgeloste ontevredenheid tussen 'n werkgever en 'n werknemer wat uit sy diens by sy werkgever voortspruit, maar sluit nie enige aangeleentheid in wat voortspruit uit dissiplinêre optrede nie;

“**kontraktueel tot bekleër**” die posisie waarin 'n werknemer hom bevind indien—

- (a) hy die volle betaling behou verbonde aan sy pos voor die afgradering van die werkgever as plaaslike owerheid of voor enige vermindering in die betaling verbonde aan sy pos; en

- (b) he participates in all future adjustment in such payments,

so that he will never be in a weaker position - in other words as if no downgrading or reduction as mentioned above took place;

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

"Industrial Council" means the Industrial Council for the Local Government Undertaking in the Province of the Transvaal;

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

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

- (a) an institution or body established in terms of the Rural Coloured Areas Act, 1979 (Act No. 1 of 1979), of the Coloured Representative Council of the Republic of South Africa;
- (b) a regional services council established in terms of the Regional Services Councils Act, 1985 (Act No. 109 of 1985);
- (c) a community council established in terms of the Community Councils Act, 1977 (Act No. 125 of 1977); or
- (d) a local authority as defined in the Black Local Authorities Act, 1982 (Act No. 102 of 1982);

"Local Government Undertaking" means the undertaking in which local authorities as employers and their employees are associated with one another for the institution, continuation and conclusion of any action, scheme or activity undertaken by an employer;

"salary" means that portion of an employee's usual monetary compensation for services rendered to the employer, whether in terms of the appropriate notch on his salary scale or a fixed amount of money, but excluding any allowance, bonus, housing benefit or monetary service benefit;

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

"Town Clerk" means the chief executive officer of a local authority, irrespective of the designation of the post occupied by that official;

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

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

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

- (b) hy deel in alle toekomstige aanpassings in sodanige betaling,

sodat hy nooit in 'n swakker posisie sal wees nie - met ander woorde asof daar geen afgradering of vermindering soos voorheen vermeld, plaasgevind het nie;

"noodwerk" enige werk wat ten opsigte van 'n onderbreking in noodsaaklike dienste, of weens brand, 'n ongeluk, 'n ongeval, 'n storm, 'n epidemie, 'n gewelddaad, diefstal, die staking van toerusting of masjinerie of enige 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 in die provinsie Transvaal;

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

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

- (a) 'n instelling of liggaam ingestel kragtens die Wet op Landelike Kleurlinggebiede, 1979 (Wet No. 1 van 1979), van die Verteenwoordigende Kleurlingraad van die Republiek van Suid-Afrika;
- (b) 'n streeksdiensteraad ingestel kragtens die Wet op Streeksdiensterade, 1985 (Wet No. 109 van 1985);
- (c) 'n gemeenskapsraad ingestel kragtens die Wet op Gemeenskapsrade, 1977 (Wet No. 125 van 1977); of
- (d) 'n plaaslike owerheid 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 werksaamheid wat deur 'n werkgewer onderneem word;

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

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

"Stadsklerk" die hoof uitvoerende beampite van 'n plaaslike owerheid ongeag die benaming van die pos wat daardie beampite beklee;

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

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

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

"incremental period" means a period of continuous service of 12 working months plus any extended period which may be applicable to an employee, the first such period of continuous service being calculated from the first day of the working month of such employee's latest appointment, and each such following period being calculated from the day following the date on which such previous period terminated, or such shorter period of continuous service, as determined by the employer, which should elapse in respect of an 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 and employee's incremental period or leave year is extended by the employer owing to any period(s) of unauthorised absence and/or leave of absence without payment, calculated in accordance with the following formula: Provided that any part of a working month shall be discounted:

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

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

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

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

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

"employer" means the same as local authority and includes any committee of a local authority acting in terms of powers vested in the local authority in respect of these conditions of service and delegated to such committee;

"employer's organisation" means an employers' organisation as defined in section 1 of the Labour Relations Act, 1956 (Act No. 28 of 1956), as amended (hereinafter referred to as the "Municipal Employers' Organisation");

"working month" means a period not exceeding 31 calendar days as determined by the Council (Employer) in respect of an employee;

"employee" means a permanent or part-time chief executive officer of an employer receiving remuneration or being entitled thereto;

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

"working week" means a period not exceeding seven consecutive calendar days, as determined by the employer in respect of an employee;

and any other word or expression shall have the meaning assigned to it 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.

"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 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, soos deur die werkgewer bepaal, wat met betrekking tot 'n werknemer moet verstryk voordat sy salaris volgens die salarisskaal wat op hom van toepassing is, deur die werkgewer verhoog kan word;

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

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

waar A die aantal werkdae is waartydens die werknemer weens ongemagtigde afwesigheid en/of afwesigheidsverlof sonder betaling 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 'n werknemer van toepassing mag wees, waarvan die eerste sodanige tydperk van deurlopende diens bereken word vanaf die eerste dag van die werkmaand waarin sodanige werknemer se jongste aanstelling plaasgevind het en elke daaropvolgende sodanige tydperk bereken word vanaf die dag wat volg op die datum waarop die voorafgaande sodanige tydperk voltooi is;

"vyfdagwerkweek" 'n werktermyn van vyf agtereenvolgende kalenderdae van Maandag tot en met Vrydag;

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

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

"werkgewersorganisasie" 'n werkgewersorganisasie soos omskryf in artikel 1 van die Wet op Arbeidsverhoudinge (Wet No. 28 van 1956), soos gewysig (hierna die "Munisipale Werkgewersorganisasie en die Werkgewersorganisasie vir Plaaslike Owerhede" genoem);

"werkmaand" 'n tydperk van hoogstens 31 kalenderdae, soos deur die Raad (Werkgewer) ten opsigte van 'n werknemer bepaal;

"werknemer" 'n werkgewer se permanente of deeltydse hoofuitvoerende beamppte 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 werkgewer ten opsigte van 'n werknemer bepaal;

en het enige ander woord of uitdrukking die betekenis wat daaraan geheg word in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), die Wet op die Besoldiging van Stadsklerke, 1984 (Wet No. 115 van 1984), of die Wet op die Beroep van Stadsklerke, 1988 (Wet No. 75 van 1988), na gelang van die geval.

CLAUSE 4: FUNCTIONS, POWERS AND DUTIES

An employee shall perform the functions and duties and exercise the powers assigned to him under any legislation.

CLAUSE 5: GRADE CLASSIFICATION AND SALARY SCALES OF POSTS

5.1 An employer's grade classification and an employee's remuneration shall be determined by the Remuneration Board from time to time.

5.2 Whenever an employer's grade classification as local authority is increased the employee's remuneration shall be adjusted in accordance with the provisions of the Remuneration Board for each local authority with effect from the date on which the employer's grade classification as local authority is increased.

5.3 Whenever the grade classification of an employer as local authority is downgraded, the employee shall retain the payment as contractual to incumbent.

CLAUSE 6: APPOINTMENT**6.1 General:**

6.1.1 The appointment of an employee shall be made by the employer in accordance with the provisions of the relevant legislation.

6.1.2 If at any time it is established that the employee, at the time of making application, wilfully and deliberately furnished false information, he shall be guilty of misconduct.

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

6.2 Appointment:

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

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

6.2.2.1 has not yet attained the age of 65 years;

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

6.2.3 An employee shall, where applicable, upon assumption of duty, hand in his Unemployment Insurance Fund contributor's card to the employer.

6.2.4 An employee shall not be appointed on probation.

6.2.5 An employee shall not be appointed temporarily for a period exceeding 12 months.

CLAUSE 7: PAYMENT

7.1 The payment due to an employee in respect of a completed working month shall, subject to the provisions of clauses 7.2 and 7.3, take place 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 on account of circumstances beyond the control of the employer but not later than five working days after the end of the relevant working months.

KLOUSULE 4: WERKSAAMHEDE, BEVOEGDHEDE EN PLIGTE

'n Werknemer verrig die werksaamhede en pligte en oefen die bevoegdhede uit wat kragtens enige wetgewing aan hom opgedra is.

KLOUSULE 5: GRAADINDELING EN SALARISSKALE VAN POSTE

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

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

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

KLOUSULE 6: AANSTELLING**6.1 Algemeen:**

6.1.1 Die aanstelling van 'n werknemer word deur die werkgewer ooreenkomstig die bepalinge van die toepaslike wetgewing gedoen.

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

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

6.2 Aanstelling:

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

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

6.2.2.1 nog nie die ouderdom 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 bepalinge van die Wet op die Beroep van Stadsklerke, 1988 (Wet No. 75 van 1988), en voorskrifte en/of regulasies daarkragtens uitgevaardig.

6.2.3 'n 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 'n werknemer ten opsigte van 'n voltooië werkmaand geskied, behoudens die bepalinge van kousules 7.2 en 7.3, 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 vanweë omstandighede buite die beheer van die werkgewer maar nie later nie as vyf werkdag na die voltooiing van die betrokke werkmaand.

7.2 If an employee takes a minimum of 10 consecutive working days' annual leave, and requests the employer to do so, such employee's payment in respect of such leave period shall be paid out during the employer's normal office hours on the employee's last working day before the commencement of his leave period or on the earlier date determined by the employer.

7.3 If an employee's services are terminated for any reason other than death, such employee's payment shall be paid out where possible during the employer's normal office hours on the employee's last working day but not later than five working days thereafter.

7.4 The employee may deduct from the payment of an employee such amounts as are legally due by the employee.

7.5 An employee's salary shall be calculated as follows:

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

7.6 An employee may not without the permission in writing of the employer cede any right, title, interest or claim in respect of any payment which is or shall be due to him by the employer.

CLAUSE 8: WORKING DAYS AND WORKING HOURS

The working hours of an employee shall be determined by negotiation between the employer and the employee with due regard to the fact that such working hours from the nature of the employee's obligations to the employer and the needs of the community shall tie in with circumstances.

For lack of an agreement between an employer and an employee, the following shall apply:

8.1 Working days and working hours:

8.1.1 Unless otherwise provided in these conditions of service, the employer may not require or allow the working hours of the employee to exceed 40 hours per working week.

8.1.2 Subject to the provisions of clause 8.1.1 and any amendments agreed upon from time to time in writing by the employer and the employee, the employee shall be on duty on the working days and during the working hours applicable with the employer on the date on which these conditions of service come into operation.

8.1.3 An employee shall not work for a continuous period of longer than five hours without a break of a minimum of one hour, during which break the employee shall not be compelled or permitted to perform any work and such break shall not be regarded as part of the employee's working hours: Provided that—

8.1.3.1 the employer and the employee may agree that the continuous period may be a maximum of six hours and that such break may be shortened to a minimum of half an hour or be increased to a maximum of one and a quarter hours.

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

CLAUSE 9: GRIEVANCE PROCEDURE

9.1 Where a grievance of an employee against the employer or of an employer against the employee can not be resolved informally, the employee or the employer, as the case may be, shall without delay notify the Industrial Council functioning within the area in writing of such grievance, whereupon the said Industrial Council shall without delay appoint an advisory committee to resolve the grievance.

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

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

7.4 Die werkgever kan enige bedrae wat regtens deur 'n werknemer verskuldig is, van die werknemer se betaling aftrek.

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

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

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

KLOUSULE 8: WERKDAE EN WERKURE

Die werkure van 'n werknemer word bepaal by onderhandeling tussen die werkgever en die werknemer met inagneming van die feit dat sodanige werkure uit die aard van die werknemer se verpligtinge teenoor die werkgever en die behoeftes van die gemeenskap, by omstandighede moet inpas.

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

8.1 Werkdae en werkure:

8.1.1 Behoudens enige andersluidende bepalings in hierdie diensvoorwaardes, mag die werkgegewaer nie vereis of toelaat dat die werkure van die werknemer 40 uur per werkweek oorskry nie.

8.1.2 Behoudens die bepalings van klousule 8.1.1 en enige wysigings soos van tyd tot tyd deur die werkgever en die werknemer skriftelik ooreengekom, is die werknemer op diens op die werkdae en gedurende die werkure wat op die datum van inwerkingtreding van hierdie diensvoorwaardes by die werkgever van toepassing is.

8.1.3 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 as deel van die werkure van die werknemer beskou nie: Met dien verstande dat—

8.1.3.1 die werkgever en die werknemer ooreen kan kom dat die ononderbroke tydperk hoogstens ses uur mag wees en dat sodanige pouse tot minstens 'n halfuur verkort of tot hoogstens een en 'n kwart uur verleng word;

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

9.1.1 Should the relevant advisory committee not be able to resolve the grievance —

9.1.1.1 the employee may, in the event of the employer not acting in terms of clause 9.1.1.2, within 14 working days after the report of the advisory committee that it cannot resolve the grievance, follow the following procedure:

- (i) submit the grievance to the management committee of the employer, who must within seven working days after the submission of the grievance hear and decide on the grievance;
- (ii) during the hearing of the grievance the employee may appoint the representative of his choice to accompany him;
- (iii) in the event of the employee not being satisfied with the decision of the management committee of the employer, the employee may within seven working days after the decision of the management committee of the employer, appeal to the employer;
- (iv) the employer must within seven working days after the submission to him of the grievance, hear and decide on the grievance, hear and decide on the grievance and the employee may appoint a representative of his choice to accompany him during the hearing at the grievance;
- (v) in the event of the employee not being satisfied with the decision of the employer, the employee may within seven working days refer the grievance to the Industrial Council;

9.1.1.2 the employer, if he is of the opinion that an investigation will provide a solution for the grievance, act in terms of clause 10 within seven working days of the advisory committee reporting that it cannot resolve the grievance.

CLAUSE 10: MISCONDUCT AND DISCIPLINARY PROCEDURE

10.1 Misconduct:

10.1.1 An employee shall be guilty of misconduct if he—

10.1.1.1 wilfully contravenes or fails to comply with any provision of this Agreement; or

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

10.1.1.3 disobeys, disregards or wilfully defaults in carrying out a lawful instruction given to him by the employer and/or the management committee of the employer; or

10.1.1.4 is negligent in the discharge of his duties; or

10.1.1.5 conducts himself in a disgraceful, improper, unbecoming or dishonest manner in the discharge of his duties; or

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

10.1.1.7 except in the discharge of his duties, discloses or uses to the prejudice of the employer and/or its activities information obtained in the course of his duties, without first obtaining the permission of the employer and/or management committee of the employer; or

10.1.1.8 commits corruption or accepts a bribe; or

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 werkdade nadat die advieskomitee verslag gedoen het dat hy nie die grief kan bylê nie, die volgende prosedure volg:

- (i) Dien die werknemer die grief skriftelik by die werkgewer se bestuurskomitee in, wat die grief binne sewe werkdade nadat dit ingedien is, moet aanhoor en daaroor moet beslis;
- (ii) tydens die aanhoor van die grief kan die werknemer 'n verteenwoordiger van sy keuse aanwys om hom te vergesel;
- (iii) indien die werknemer nie met die beslissing van die werkgewer se bestuurskomitee tevrede is nie, kan die werknemer binne sewe werkdade na die beslissing van die werkgewer se bestuurskomitee na die werkgewer self appelleer;
- (iv) die werkgewer moet die grief binne sewe werkdade nadat dit by hom ingedien is, aanhoor en daaroor beslis, en tydens die aanhoor van die grief kan die werknemer 'n verteenwoordiger van sy keuse aanwys om hom te vergesel;
- (v) indien die werknemer nie met die beslissing van die werkgewer tevrede is nie, kan die werknemer die grief binne sewe werkdade na die Nywerheidsraad verwys;

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

KLOUSULE 10: WANGEDRAG EN DISSIPLINÊRE PROSEDURE

10.1 Wangedrag:

10.1.1 'n Werknemer is aan wangedrag skuldig indien hy—

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

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

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; of

10.1.1.4 nalatig is in die uitvoering van sy pligte; of

10.1.1.5 hom met betrekking tot die uitvoering van sy pligte op 'n skandelige, 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 voorafverkreë toestemming van die werkgewer en/of bestuurskomitee van die werkgewer tot benadeling van die werkgewer en/of sy werksaamhede bekend maak of gebruik; of

10.1.1.8 korrupsie pleeg of omkoopgeld aanneem; of

10.1.1.9 misappropriates or wilfully or negligently endangers or damages the employer's property or uses or allows it to be used in an improper or unauthorized manner; or

10.1.1.10 contrary to clause 8 is absent from his office or duty without leave or valid cause; or

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

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

10.1.1.13 incites any person or group of persons employed by the employer to participate in a strike or to disrupt or impede any other activity of the employer.

10.2 Disciplinary procedure:

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

10.2.1.1 The accusation against the employee shall be submitted in writing as fully as possible to the chairman (as referred to in clause 10.2.1.9.1) of the employer by the person making the charge.

10.2.1.2 The employer or his authorised representative—

- (i) shall within seven working days after the date of its receipt refer the accusation of misconduct to a person who is not a councillor or an employee of the employer and who has been appointed by the employer (hereinafter referred to as the "prosecutor") and instruct him to investigate the accusation;
- (ii) shall supply the employee with a copy of the accusation of misconduct.

10.2.1.3 The prosecutor shall within seven working days after the date of instruction referred to in clause 10.2.1.2 or, where the employee is charged with a criminal offence, after the date upon which the result of the relevant investigation or hearing is made known, or such earlier date, when the prosecutor is of the opinion that he has sufficient information, decide whether or not the accusation warrants a disciplinary hearing and shall notify the chairman of the employer in writing accordingly.

10.2.1.4 If the prosecutor is of the opinion that the accusation does not warrant a disciplinary hearing, he shall notify the chairman of the employer and the employee in writing to that effect and the matter shall be considered closed.

10.2.1.5 If the prosecutor is of the opinion that the accusation does warrant a disciplinary hearing, he shall within seven working days from the date of his letter to the chairman of the employer as contemplated in clause 10.2.1.3 frame a charge setting out details of the alleged misconduct and shall supply the employee, his trade union and the chairman of the employer with a copy of such charge.

10.2.1.6 Upon receipt of the charge the employee may within seven working days address to the chairman of the employer an admission or denial in writing and, should be so elect, a statement or explanation in writing of the misconduct with which he has been charged.

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

10.1.1.10 teenstrydig met klousule 8 sonder verlof of geldige rede van sy kantoor of diens 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 werkgewer se diens of iemand in die werkgewer se diens te benadeel of daaraan of aan so iemand afbreuk te doen; of

10.1.1.12 betalende werk 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

10.1.1.13 enige persoon of groep persone in diens van die werkgewer aanhits om deel te neem aan 'n staking of om enige werksaamheid van die werkgewer te ontwrig of te belemmer.

10.2 Dissiplinêre prosedure:

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

10.2.1.1 Die beskuldiging teen die werknemer word so volledig moontlik deur die persoon wat die beskuldiging inbring skriftelik by die Voorsitter (soos verwys in klousule 10.2.1.9.1) van die werkgewer ingedien.

10.2.1.2 Die werkgewer of sy gevolmagtigde—

- (i) verwys die beskuldiging van wangedrag binne sewe werkdag na ontvangs daarvan na 'n persoon wat nie 'n lid 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;
- (ii) verskaf 'n afskrif van die beskuldiging van wangedrag aan die werknemer.

10.2.1.3 Die aanklaer moet binne sewe werkdag vanaf die datum van die lasgewing bedoel in klousule 10.2.1.2 of, waar die werknemer van 'n strafregtelike misdryf beskuldig word, vanaf die datum waarop die uitslag van die betrokke ondersoek of verhoor bekend is of vanaf die vroeër datum waarop die aanklaer na sy mening oor voldoende inligting beskik, besluit 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 aanklaer 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 aanklaer van mening is dat 'n dissiplinêre verhoor geregtig is, stel hy binne sewe werkdag vanaf die datum van sy skrywe aan die voorsitter van die werkgewer soos in klousule 10.2.1.3 beoog, 'n aanklag op wat 'n uiteensetting van die beweerde wangedrag bevat, en voorsien hy die werknemer, sy vakvereniging en die voorsitter van die werkgewer van 'n afskrif van sodanige aanklag.

10.2.1.6 Na ontvangs van die aanklag kan die werknemer binne sewe werkdag '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 The chairman of the employer shall within seven working days present to the employer the charge framed by the prosecutor and the admission, denial or explanation of the employee, after consideration of which the employer shall within seven working days after the submission to it of the relevant documents decide whether or not the appointment of a disciplinary committee should be proceeded with.

10.2.1.8 In the case of an admission by the employee and where the employer is satisfied that the charge is not of a serious nature, the employer may reprimand the employee whereupon the case shall be considered closed.

10.2.1.9 If the employer after consideration of the allegations in terms of clause 10.2.1.7 decides to refer the charge to a disciplinary committee, such disciplinary committee, comprising the following persons, shall be constituted within 10 working days after its decision:

10.2.1.9.1 A legal practitioner, with at least 10 years' experience in practice, who shall be jointly appointed by the employers' organisation and the trade union and who shall act as chairman of the disciplinary committee at the cost of the employer.

10.2.1.9.2 A person designated by the employers' organisation and who is not a member of the employer.

10.2.1.9.3 A person designated by the Association of Chief Administrative Officers of Local Authorities, or other trade union to which the employee may belong.

10.2.1.10 The chairman of the disciplinary committee shall advise the prosecutor, the charged employee and his trade union or representative, as the case may be, in writing of the date, time and place of the hearing, which shall take place within 10 working days of the date upon which the chairman of the disciplinary committee was advised of his appointment as such.

10.2.1.11 The record of the proceedings shall be made on an electromagnetic tape and a duplicate of such electromagnetic tape of the proceedings shall be made available within three working days after he has applied therefor by the chairman of the disciplinary committee to the employee and employer.

10.2.1.12 If the employee voluntarily resigns from the service of the employer before being found guilty of or punished for the misconduct with which he has been charged, further disciplinary steps against him shall be suspended and payment shall be made to him of any payment due to him, subject to any legal right of recovery at the disposal of the employer.

10.2.1.13 An employee against whom a disciplinary committee has taken action in terms of clause 10.4 may, within 30 working days of the date of notice referred to in clause 10.4.5, dispute the finding, disciplinary measures and acts of the disciplinary committee in the Industrial Council.

10.2.1.14 After the conclusion of the hearing, the disciplinary committee shall issue an order as to the costs of the hearing (which shall include preparatory costs) and shall notify the employer and the trade union accordingly. Such order shall, however, not include the costs of the disciplinary committee and that of the prosecutor.

10.2.1.7 Die voorsitter van die werkgewer lê die aanklag deur die aanklaer opgestel en die erkenning, ontkenning, verklaring of verduideliking van die werknemer binne sewe werkdade aan die werkgewer voor, na oorweging waarvan die werkgewer binne sewe werkdade na die voorlegging van bedoelde stukke aan hom besluit of daar voortgegaan word met die aanstelling van 'n tugkomitee al dan nie.

10.2.1.8 In die geval van 'n erkenning deur die werknemer en waar die werkgewer daarvan oortuig is dat die beweringe nie van 'n ernstige aard is nie, kan die werkgewer die werknemer berispe, waarna die saak as afgehandel beskou word.

10.2.1.9 Indien die werkgewer na oorweging van die beweringe kragtens klousule 10.2.1.7 besluit om die aanklag na 'n tugkomitee te verwys, word so 'n tugkomitee, wat uit ondergenoemde persone bestaan, binne 10 werkdade na die besluit saamgestel:

10.2.1.9.1 'n Regspraktisyn, met minstens 10 jaar ervaring in die regspraktijk, wat gesamentlik deur die werkgewersorganisasie en die vakvereniging benoem word en wat op koste van die werkgewer as voorsitter van die tugkomitee optree.

10.2.1.9.2 'n Persoon wat deur die werkgewersorganisasie benoem word wat nie lid van die werkgewer is nie.

10.2.1.9.3 'n Persoon wat deur die Vereniging van Administratiewe Hoofamptenare van Plaaslike Owerhede benoem word, of deur 'n ander vakvereniging waaraan die werknemer behoort.

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

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

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

10.2.1.13 Indien die tugkomitee ooreenkomstig klousule 10.4 teen die werknemer opgetree het, kan die werknemer binne 30 werkdade vanaf die datum van die kennisgewing bedoel in klousule 10.4.5 die bevinding, tugmaatreëls en handeling van die tugkomitee in die Nywerheidsraad bestry.

10.2.1.14 Nadat die ondersoek afgehandel is, maak die tugkomitee 'n kostebevel ten opsigte van die koste van die ondersoek (wat voorbereidende koste insluit) en stel hy die werkgewer en die vakvereniging dien-ooreenkomstig in kennis. Sodanige kostebevel sluit egter nie die koste van die tugkomitee en dié van die aanklaer in nie.

10.1.1.15 If, on or before the date determined for the hearing or during the course of the investigation, the charges are entirely or partially withdrawn, the chairman of the disciplinary committee shall issue an order as to costs in terms of which the employee's legal costs shall be made good on an attorney and client basis.

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

10.3 At the disciplinary hearing —

10.3.1 no person making the accusation or who investigated it or who acts as prosecutor in connection with the accusation or who gives evidence or who was involved during a previous disciplinary hearing relating to the same charge or another accusation may be a member of the disciplinary committee;

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

10.3.3 the employee charged shall have the right to apply for further particulars in respect of the accusation, to be present and to be heard, either personally and/or through his trade union or through a representative of his choice, and he or such trade union or such representative shall have the right to cross-examine any person called as a witness in support of the charge, to peruse all documents provided or submitted as evidence and to call persons as witnesses, and the employee charged shall have the right to give evidence himself and shall be entitled to special leave with full pay for the period of the hearing;

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

10.3.5 the failure of the employee charged to attend the hearing either in person or through a representative shall in no way invalidate the proceedings;

10.3.6 the acquittal or conviction of an employee by a court of law on a criminal charge shall not prevent steps being taken against him on a charge of misconduct in terms of these conditions of service, notwithstanding the fact that the facts set out in the charge of misconduct, if these were to be proved, could constitute the offence set out in the criminal charge of which he was thus acquitted or convicted or another offence of which he could have been convicted at his trial on the said criminal charge;

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

10.2.1.15 Indien die klagtes voor of op die datum vasgestel vir die ondersoek, of gedurende die ondersoek, in die geheel of gedeeltelik teruggetrek word, moet die voorsitter van die tugkomitee 'n bevel ten opsigte van koste maak ingevolge waarvan die werknemer se regskoste op 'n prokureur-en-kliënt-basis vergoed moet word.

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

10.3 By die 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;

10.3.2 word getuie van die beweerde wangedrag gelei en argumente ter staving daarvan aangevoer deur die aanklaer en het hy die reg om die aangeklaagde werknemer, indien hy getuie is af, 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 voorgelê is, deur te lees;

10.3.3 het die aangeklaagde werknemer die reg om nadere besonderhede met betrekking tot die klagte aan te vra, om teenwoordig te wees en om aangehoor te word, hetsy persoonlik en/of deur sy vakvereniging of deur 'n verteenwoordiger van sy keuse, en het hy of sodanige vakvereniging of verteenwoordiger die reg om enige persoon wat as getuie ter staving van die aanklag opgeroep is, onder kruisverhoor te neem, alle dokumente wat as getuie 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, en is hy geregtig op spesiale verlof met volle betaling gedurende die tydperk van die verhoor;

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 om alle dokumente wat as getuie 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 word nie, ondanks die feit dat die feite wat in die aanklag van wangedrag uiteengesit is, as dit bewys wou 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 bedoelde kriminele aanklag skuldig bevind kon geword het;

10.3.7 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 appél teen sodanige skuldigbevinding hangende is voor 'n hoër hof.

10.4 If the disciplinary committee, after having heard the witnesses, pleas and arguments in support of the charge and in defence of the employee, is of the opinion that the employee is guilty of the misconduct with which he has been charged, the disciplinary committee may impose one or more of the following disciplinary measures on the employee: Provided that if the employee is found guilty, but before a decision of whatever nature is taken, the employee shall be entitled to submit evidence and pleas in mitigation:

10.4.1 That the employee be reprimanded;

10.4.2 that the employee be fined an amount not exceeding R1 000 which fine shall accrue to the employer and may be recovered by deductions from his salary in instalments determined by the employer;

10.4.3 that the fine contemplated in clause 10.4.2 be suspended for a period not exceeding 12 months on conditions determined by the disciplinary committee;

10.4.4 recommend to the employer that the employee's services be terminated, subject to the provisions of clause 10.5.2, on conditions recommended by the disciplinary committee.

10.5.1 The accused employee and his authorised representative shall within seven working days from the date of the conclusion of the hearing be notified in writing of the committee's finding by the chairman of the disciplinary committee.

10.5.2 The employer shall within 10 working days from the date of the submission to him of a recommendation contemplated in clause 10.4.4 take a final decision.

10.5.2.1 A decision of the employer to terminate the services of the employee shall be passed by at least two thirds of all the members of the employer.

10.6 Suspension:

10.6.1 Whenever the employer intends to suspend an employee, whether before or after the employee is charged with misconduct, because the employer is of the opinion that it would be detrimental to his interests if the employee continued with his duties, he shall within seven working days after such resolution notify the employee in writing of the reasons—

- (i) why the employee should be suspended; and
- (ii) why the interests of the employer could be detrimentally affected.

10.6.1.1 The employee may within seven working days after receipt of such resolution submit a written and/or oral representation to the employer why such suspension should not be enforced.

10.6.1.2 The employer shall within seven working days of receipt thereof consider the representation, whereafter he, whether before or after the employee is charged with misconduct, may suspend the employee if he is of the opinion that his interests will be detrimentally affected if the employee should continue with his duties at that stage.

10.6.2 An employee who has been suspended in terms of clause 10.6.1.2 shall be entitled to his full salary for the period of his suspension.

10.6.3 If a charge against an employee is withdrawn or not proved, he shall be permitted to assume duty again.

10.4 Indien die tugkomitee, nadat hy die getuies, pleidooie en argumente ter staving 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 die werknemer een of meer van ondervermelde tugmaatreëls oplê: Met dien verstande dat indien die werknemer skuldig bevind word, die werknemer alvorens op enige aanbeveling van welke aard ook al besluit word, geregtig is om getuienis en pleidooie ter strafversagting voor te lê:

10.4.1 Dat die werknemer berispe word;

10.4.2 dat die werknemer met 'n bedrag van hoogstens R1 000 beboet word, welke boete die werkgewer toekom en verhaal kan word deur aftrekking van die werknemer se salaris in die paaimente wat die werkgewer bepaal;

10.4.3 dat die boete bedoel in klousule 10.4.2 voorwaardes wat die tugkomitee oplê, vir 'n tydperk van hoogstens 12 maande opgeskort word;

10.4.4 by die werkgewer aanbeveel dat die werknemer se diens behoudens die bepalinge van klousule 10.5.2 beëindig word, onderworpe aan die voorwaardes wat die tugkomitee aanbeveel.

10.5.1 Die aangeklaagde werknemer en sy verteenwoordiger moet binne sewe werkdade vanaf die datum van die afhandeling van die ondersoek skriftelik deur die voorsitter van die tugkomitee van die bevinding van die tugkomitee in kennis gestel word.

10.5.2 Die werkgewer moet binne 10 werkdade na die voorlegging aan hom van 'n aanbeveling in klousule 10.4.4 bedoel, 'n finale besluit neem.

10.5.2.1 'n Besluit van die werkgewer om die werknemer se diens te beëindig, word met minstens 'n tweederdemeerderheid van al die lede van die werkgewer geneem.

10.6 Skorsing:

10.6.1 Wanneer 'n werkgewer van voorneme is om 'n werknemer, hetsy voordat of nadat die werknemer van wangedrag aangekla is, te skors omdat die werkgewer van mening is dat sy belange geskaad kan word indien die werknemer met sy werk voortgaan, moet hy binne sewe dae na sodanige besluit aan die werknemer skriftelik die redes verstrek—

- (i) waarom die werknemer geskors behoort te word; en
- (ii) waarom die belange van die werkgewer geskaad kan word.

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

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

10.6.2 'n Werknemer wat ingevolge klousule 10.6.1.2 geskors is, is op sy volle salaris vir die tydperk van sy skorsing geregtig.

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

10.6.4 If an employee who has been suspended in terms of clause 10.6.1.2 is penalised in accordance with the provisions of clause 10.4, excluding clauses 10.4.4 and 10.5.2 he shall be permitted to resume duty immediately.

10.6.5 The employer may at any time revoke the suspension and notwithstanding such revocation the proceedings in connection with the charge may be continued.

10.7 Proceedings *in camera*:

10.7.1 All proceedings, whether by the employer or by the disciplinary committee, against an employee regarding misconduct shall take place *in camera* and nobody except those persons expressly agreed to by the parties shall be permitted to attend.

10.7.2 Any party involved in the proceedings of an employer or disciplinary committee in respect of a charge against the employee may at any time after the charge has been laid, request that the whole or any part of any enquiry, judgment or decision of the employer or committee or any information or proceedings before the employer or committee in respect of that charge not be made known.

10.7.2.1 When such a request is made the chairman of the employer or disciplinary committee as the case may be, shall acknowledge receipt of the request without delay and every member of the employer or disciplinary committee and any other party or any representative of the employer, disciplinary committee or party to the proceedings shall be compelled to preserve silence from the moment that acknowledgement is made.

CLAUSE 11: TERMINATION OF SERVICE

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

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

11.1.2 if an employee is placed on pension on account of ill health by his pension fund;

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

11.1.4 when both the employee and the employer agree thereto;

11.1.5 when an employee gives at least one working month's written notice that his services will be terminated on a particular date;

11.1.6 when an employee, in consequence of a sentence imposed by a competent court, serves a prison sentence, excluding periodic imprisonment, on condition that his normal service obligation is affected by it.

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

10.6.4 As 'n werknemer wat ingevolge klousule 10.6.1.2 geskors is, ooreenkomstig die bepalings van klousule 10.4, uitgesonderd klousules 10.4.4 en 10.5.2, gestraf word, moet hy onverwyld toegelaat word om weer diens te aanvaar.

10.6.5 Die werkgewer kan die skorsing te 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 aansoek van wangedrag teen 'n werknemer, hetsy deur die werkgewer of die tugkomitee, vind *in camera* plaas en niemand, behalwe die persone oor wie die partye uitdruklik ooreengekom het, word by die verrigtinge toegelaat nie.

10.7.2 Enige party betrokke by die verrigtinge van 'n werkgewer of tugkomitee in verband met 'n aanklag teen 'n werknemer kan te eniger tyd nadat die aanklag gelê is, versoek dat die geheel of enige gedeelte van enige ondersoek, uitspraak of beslissing van die werkgewer of tugkomitee of enige inligting of verrigtinge voor die werkgewer of tugkomitee met betrekking tot so 'n aanklag, nie bekend gemaak word nie.

10.7.2.1 Indien so 'n versoek gerig word, erken die voorsitter van die werkgewer of tugkomitee, na gelang van die geval, sonder versuim ontvangs van die versoek en is iedere lid van die werkgewer of tugkomitee en enige ander party of enige verteenwoordiger van die werkgewer, tugkomitee of party by die verrigtinge, verplig om die stilswye te handhaaf vanaf die oomblik dat sodanige ontvangserkenning gedoen is.

KLOUSULE 11: DIENSBEËINDIGING

11.1 Behoudens die bepalings van hierdie diensvoorwaardes kan 'n werkgewer die dienste van 'n werknemer, op 'n datum deur die werkgewer 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, die bereiking van die pensioenouderdom soos bepaal deur die regulasies van die fonds waarvan hy normaalweg lid sou gewees het indien hy vir lidmaatskap sou gekwalifiseer het;

11.1.2 indien 'n werknemer om mediese redes deur sy pensioenfonds op pensioen geplaas is;

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

11.1.4 wanneer beide 'n werknemer en die werkgewer daartoe instem;

11.1.5 wanneer 'n 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 uitgesonderd periodieke gevangenisstraf, uitdien, op voorwaarde dat sy normale diensverplichting nie daardeur geraak word nie.

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

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

11.4 Where such shorter notice has been given by the employer, the employer shall pay to the employee his salary in respect of the period by which the prescribed period of notice 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 may coincide with any period of approved absence on leave with full or half remuneration.

CLAUSE 12: SUBSISTENCE AND TRAVELLING ALLOWANCES

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

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

CLAUSE 13: LEAVE CONDITIONS

The leave conditions and other service benefits as applicable on the date of acceptance of those conditions of service by the Industrial Council shall remain in force.

CLAUSE 14: GENERAL

14.1 Remunerative work performed outside the service of an employer:

14.1.1 An employee may, with special permission from the employer and on conditions determined by the employer, perform remunerative work outside of the employer's service or bind himself thereto.

14.2 Performance:

14.2.1 An employee shall be responsible for the proper and efficient discharge of the work assigned to him by the employer and/or by legislation.

14.3 Provision of information:

14.3.1 An employee shall notify the employer without delay of his residential address, his home telephone number and any information influencing his continued service or the conditions of his continued service with the employer, as well as of any change thereof.

14.4 Membership of trade union:

14.4.1 An employee shall be a member of a trade union registered for local government according to the scope of registration of such trade union. Where an employee objects to membership of a trade union, such employee shall obtain exemption from the Industrial Council.

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

14.5 Consultation between an employer and a trade union:

14.5.1 The employer shall consult with the trade union in connection with all matters that may affect the employee adversely and should no consensus of opinion be reached, the matter shall be referred to the Industrial Council for consideration.

11.4 'n Werkgewer moet, waar sodanige korter kennisgewing deur die werkgewer gegee is, aan die wernemer sy salaris betaal ten opsigte van die tydperk waarmee die voorgeskrewe kennisgewingstydperk wat ingevolge hierdie klousule vereis word, die korter tydperk van kennisgewing oorskry.

11.5 Tensy beide die werkgewer en die werknemer instem, mag enige termyn van kennisgewing van diensbeëindiging nie saamval met enige tydperk van goedgekeurde afwesighedsverlof met volle of halwe besoldiging nie.

KLOUSULE 12: REIS- EN VERBLYFTOELAE

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

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

KLOUSULE 13: VERLOFVOORWAARDES

Die verlofvoorwaardes en ander diensvoordele soos van toepassing op die datum van aanvaarding van hierdie diensvoorwaardes deur die Nywerheidsraad bly van krag.

KLOUSULE 14: ALGEMEEN

14.1 Betalende werk buite 'n werkgewer se diens verrig:

14.1.1 'n Werknemer kan, met spesiale toestemming van die werkgewer en op die voorwaardes wat die werkgewer bepaal, enige werk teen vergoeding buite die werkgewer se diens verrig of hom daartoe verbind.

14.2 Werkverrigting:

14.2.1 'n Werknemer is verantwoordelik vir die behoorlike en doeltreffende uitvoering van die werk wat deur die werkgewer en/of deur wetgewing aan hom toegewys is.

14.3 Verstrekking van inligting:

14.3.1 'n Werkgewer moet die werkgewer sonder versuim in kennis stel van sy woonadres, sy huistelefoonnommer en enige inligting wat sy indienshouding of sy voorwaardes van indienshouding by die werkgewer beïnvloed, asook van enige verandering daarvan.

14.4 Lidmaatskap van vakvereniging:

14.4.1 'n Werknemer moet lid wees van 'n vakvereniging geregistreer vir plaaslike bestuur volgens die registrasiebestek van sodanige vakvereniging. Waar 'n werknemer beswaar het teen lidmaatskap van 'n vakvereniging, moet die werknemer vrystelling van die Nywerheidsraad verkry.

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

14.5 Oorlegpleging tussen 'n werkgewer en 'n vakvereniging:

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

14.6 Employer to make copy of these conditions of service available to an employee:

14.6.1 An employee shall be provided by the employer with a copy of these conditions of service upon his appointment, after he/she has joined as a member of the trade union.

14.7 Protection of employees:

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

14.8 Administration of conditions of service:

14.8.1 The Industrial Council shall be responsible for the administration of these conditions of service.

14.9 Exemption:

14.9.1 The Industrial Council may, subject to the provisions of any legislation, after the submission of good and conclusive reasons by an employer, exempt such employer in writing from any of the provisions of this Agreement.

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

14.9.3 If an employer is granted an exemption, a certificate of exemption signed by the Secretary of the Industrial Council shall be issued to the employer.

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

14.9.5 An employer and/or an employee shall comply with the conditions of a certificate of exemption issued in terms of this clause.

Signed at Randfontein, on behalf of the parties, this 4th day of May 1994.

L. DE WET,
Chairman: ACOLA.

L. M. BRITS,
Secretary: ACOLA.

A. GREYLING,
Secretary: Main Industrial Council.

14.6 Besikbaarstelling van 'n afskrif van hierdie diensvoorwaardes aan 'n werknemer:

14.6.1 'n Werknemer moet deur die werkgever by aanstelling voorsien word van 'n afskrif van hierdie diensvoorwaardes, nadat hy/sy as lid by die vakvereniging aangesluit het.

14.7 Beskerming van werknemers:

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

14.8 Administrasie van diensvoorwaardes:

14.8.1 Die Nywerheidsraad is vir die administrasie van hierdie diensvoorwaardes verantwoordelik.

14.9 Vrystelling:

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

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

14.9.3 Indien vrystelling aan 'n werkgever verleen word, moet 'n vrystellingssertifikaat, deur die Sekretaris van die Nywerheidsraad onderteken, aan die werkgever uitgereik word.

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

14.9.5 'n Werkgever en/of 'n werknemer moet die voorwaardes van 'n vrystellingssertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

Namens die partye op hede die 4de dag van Mei 1994 te Randfontein onderteken.

L. DE WET,
Voorsitter: VAHPO.

L. M. BRITS,
Sekretaris: VAHPO.

A. GREYLING,
Sekretaris: Hoofnywerheidsraad.

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