



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

REGULASIEKOERANT No. 3381

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAAG

No. R. 310

26 Februarie 1982

WET OP ARBEIDSVERHOUDINGE, 1956

BOUVERENIGINGONDERNEMING

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) 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 Maart 1983 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 4 (3) (a), 11, 12 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifieer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUVERENIGINGONDERNEMING

OOREENKOMS

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

South African Building Societies Employers' Association
 (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan
 die een kant, en die

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 310

26 February 1982

LABOUR RELATIONS ACT, 1956

BUILDING SOCIETY UNDERTAKING

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) 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 March 1983, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 4 (3) (a), 11, 12 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING SOCIETY
 UNDERTAKING**

AGREEMENT

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

South African Building Societies Employers' Association
 (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Building Society Officials' Association of South Africa
en die
Association of Asiatic and Coloured Building Society
Employees of South Africa
(hierna die "werkneemers" of die "vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bouverenigonderneming.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms is van toepassing op alle werkgewers wat lede van die werkgewersorganisasie is en op hul werkneemers wat lede van enigeen van die vakverenigings is en wat werkzaam is in die Bouverenigonderneming binne die Republiek van Suid-Afrika.

(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die salaris wat op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werkneemer betaal word verminder nie.

2. GELDIGHEIDSDEUR

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Maart 1983 of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitsprakings wat in hierdie Ooreenkoms gesesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet, en waar daar van die Wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"bou-inspekteur" 'n werkneemer wat in diens is om vaste eiendomme en verbeterings daarop te inspekteer en/of te waardeer;

"bouvereniging" 'n vereniging van persone waarvan die hoofdoel is om uit fondse verkry deur die uitreiking van aandele aan en die aanname van deposito's van die publiek of uit subskripsies deur lede, voorskotte vir enige doel te maak teen die sekuriteit van verbande op stedelike vaste eiendom;

"Bouverenigonderneming" die Onderneming waarin werkgewers en hul werkneemers met mekaar geassosieer is met die doel om die besigheid van 'n geregistreerde bouvereniging te dryf;

"los werkneemer" 'n werkneemer wat hoogstens drie dae in 'n week deur dieselfde werkgever in diens geneem word;

"Raad" die Nywerheidsraad vir die Bouverenigonderneming;

"dag" 'n tydperk van 24 agtereenvolgende ure, tensy die sinsverband aandui dat dit 'n weekdag is;

"bedryfsinrichting" of "kantoor" 'n plek waarin bouverenigingsake deur 'n bouvereniging verrig word;

"uurloon"—

(a) in die geval van 'n werkneemer wat maandeliks betaal word, die uurloon van so 'n werkneemer bereken volgens die gewone kontraktuele ure wat die werkneemer gedurende die maand gewerk het, uitgesonderd oortydwerk, gedeel in die salaris wat die werkneemer gewoonlik gedurende daardie maand ontvang, uitgesonderd oortydwerk;

(b) in die geval van 'n werkneemer wat weekliks betaal word, die uurloon van so 'n werkneemer bereken volgens die aantal gewone kontraktuele ure wat die werkneemer gedurende die week gewerk het, uitgesonderd oortydwerk, gedeel in die weekloon wat die werkneemer gewoonlik gedurende daardie week ontvang, uitgesonderd oortydwerk;

(c) in die geval van 'n werkneemer wat daagliks betaal word, die uurloon van so 'n werkneemer bereken deur die werkneemer se gewone dagloon, uitgesonderd oortydwerk, deur agt en 'n half te deel;

"maand" daardie tydperk van 'n kalendermaand vanaf die eerste tot en met die laaste dag;

"gewone werkure" die totaal van die typerke wat 'n werkneemer op 'n bepaalde dag werklik vir 'n werkgever werk, uitgesonderd oortyd, etens-en ander posse;

"geregistreer" voorlopig of finaal ingevolge die Bouverenigingswet, 1965, geregistreer;

"salaris" ook huwelikstoelae en kindertoelae wat kragtens 'n wet of 'n ooreenkoms tussen die werkgever en die werkneemer deur 'n werkgever aan 'n werkneemer betaalbaar is, maar nie ook besoldiging vir oortydwerk of ander toelae wat kragtens hierdie Ooreenkoms of andersins betaalbaar mag wees nie;

"week" die tydperk van sewe dae waarbinne die werkweek van daardie werkneemer gewoonlik val;

"werkdag" enige dag, uitgesonderd 'n Sondag of 'n openbare vakansiedag.

Building Society Officials' Association of South Africa
and the
Association of Asiatic and Coloured Building Society
Employees of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being parties to the Industrial Council for the Building Society Undertaking.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall apply to all employers who are members of the employers' organisation and their employees who are members of either trade union and engaged in the Building Society Undertaking within the Republic of South Africa.

(2) Nothing contained in this Agreement shall operate to reduce the salary which is being paid to an employee on the date on which this Agreement comes into force.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force until 31 March 1983 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Act shall have the same meaning as in the Act, and any reference to the Act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"building inspector" means an employee who is employed to inspect and/or value immovable properties and improvements thereto;

"building society" means an association of persons the principal object of which is the making, out of funds derived from the issue of shares to and the acceptance of deposits from the public or from subscriptions by members, of advances for any purposes upon the security of the mortgage of urban immovable property;

"Building Society Undertaking" means the Undertaking in which employers and their employees are associated for the purpose of conducting the business of a registered building society;

"casual employee" means an employee who is employed by the same employer on not more than any three days in any week;

"Council" means the Industrial Council for the Building Society Undertaking;

"day" means any period of 24 consecutive hours, except where the context indicates that it means a day of the week;

"establishment" or "office" means any place in which building society business is carried on by a building society;

"hourly wage" means—

(a) in the case of a monthly paid employee, the hourly wage of such employee calculated on the basis of ordinary contractual hours worked by the employee during the month, excluding overtime, divided into the salary ordinarily received by the employee during that month, excluding overtime;

(b) in the case of a weekly paid employee, the hourly wage of such employee calculated on the basis of the number of ordinary contractual hours worked by the employee during the week, excluding overtime, divided into the weekly wage ordinarily received by the employee during that week, excluding overtime; and

(c) in the case of a daily paid employee, the hourly wage of such employee calculated by dividing the employee's ordinary daily wage, excluding overtime, by eight and a half;

"month" means that period of a calendar month from the first to the last day inclusive;

"ordinary hours of work" means the aggregate of the periods of time during which an employee actually works for an employer on any one day, excluding overtime, lunch and other intervals;

"registered" means provisionally or finally registered in terms of the Building Societies Act, 1965;

"salary" includes marriage allowance and child allowance payable by an employer to an employee whether under the provisions of any law or by agreement between the employer and the employee, but it does not include overtime or any other allowances that may be payable in terms of this Agreement or otherwise;

"week" means the period of seven days within which the working week of that employee ordinarily falls;

"working day" means any day other than any Sunday or any public holiday.

4. BETALING VAN VERDIENSTE

(1) Behoudens aftrekings wat die werkewer regtens moet doen en behoudens subklousule (3), moet salaris ten volle betaal word en wel voor of op die laaste werkdag van die maand waarvoor dit verskuldig is en ook nie minder dikwels nie as een maal per maand.

(2) Geen gedeelte van die salaris of besoldiging wat vir oortydwerk betaalbaar is, mag in 'n ander vorm as geld deur 'n werkewer gegee en deur 'n werkneem aangeneem word nie.

(3) Op die skriftelike versoek van 'n werkneem kan die volgende bedrae van sy maandelikse salaris afgetrek word:

(a) Ledegeld van die vakverenigings wat die werkewer elke maand voor of op die laaste dag van die maand wat volg op die maand waarin die aftrekking gedoos is of gedoos moes word, aan die sekretaris van die betrokke vakverenigings moet stuur;

(b) bydraes tot voorsorgfondse, mediese bystands fondse, groep lewensversekeringskemas, pensioenfondse, besparingskemas deur die Raad goedgekeur en groepversekeringkemas en permanente gesondheidssversekeringskemas soos deur die werkewer goedgekeur;

(c) geld aan sy werkewer verskuldig teen die koers waaroor ooreengekom is;

(d) die bedrag van 'n premie verskuldig op 'n lewensversekeringspolis wat deur die werkneem uitgenezie is.

5. KENNISGEWING VAN BEËINDIGING VAN KONTRAK

(1) 'n Werkneem of sy werkewer wat die dienskontrak wil beëindig, moet soos volg kennis gee:

(a) In die geval van 'n los werkneem, 24 uur;

(b) in die geval van 'n werkneem wat weekliks besoldig word, 24 uur gedurende die eerste vier weke diens en daarna een week; of

(c) in die geval van 'n werkneem wat maandeliks besoldig word, 24 uur gedurende die eerste drie maande diens en daarna een maand:

Met dien verstande dat—

(i) die reg van 'n werkneem of 'n werkewer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) die reg van 'n werkneem en sy werkewer om die dienskontrak by onderlinge ooreenkoms sonder kennisgewing skriftelik te beëindig;

(iii) 'n skriftelike ooreenkoms tussen die werkneem en die werkewer wat voorsering maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as wat in paragraue (a) tot (c) hiervan voorgeskryf word;

nie hierdeur geraak word nie.

(2) (a) 'n Werkewer moet sy werkneem werk gee wat hy gedurende die hele termyn van sodanige kennisgewing moet verrig of anders moet hy in plaas daarvan die werkneem 'n bedrag betaal, of moet die werkneem 'n bedrag verber, na gelang van die geval, van minstens die loon of salaris wat die werkneem geregtig sou wees om te ontvang indien hy gedurende die kennisgewingstermyn gewerk het.

(b) As die dienskontrak skriftelik sonder kennisgewing of by weder syde ooreenkoms of deur 'n werkewer om 'n regsgeldige rede beëindig word, moet die werkewer die werkneem sy loon of salaris betaal, bereken tot en met die datum van diensbeëindiging.

(3) Behoudens 'n wedersydse ooreenkoms tussen werkewer en werkneem en uitgesonderde gevalle waar 24 uur kennis ingevolge subklousule (1) voorgeskryf word, moet die kennis in subklousule (1) bedoel, sô gegee word dat dit van krag word—

(a) in die geval van 'n werkneem wat weekliks betaal word, vanaf die dag ná die een waarop kennis gegee is; en

(b) in die geval van 'n werkneem wat maandeliks betaal word, vanaf die eerste dag van die maand.

(4) Behoudens 'n wedersydse ooreenkoms tussen werkewer en werkneem, mag kennis nie gegee word gedurende 'n werkneem se afwesigheid met verlof, siekterlof toegestaan oorekomstig klousule 9, of terwyl hy opleiding moet ondergaan of diens moet doen kragtens artikel 3 van die Verdedigingswet, 1957, nie, en 'n kennisgewingstermyn mag ook nie uitgedien word terwyl 'n werkneem met verlof afwesig is of ingevolge artikel 3 van die Verdedigingswet, 1957, opleiding ondergaan of diens doen nie.

(5) 'n Werkewer of sy werkneem, behalwe 'n ongeletterde werkneem, moet die kennis in hierdie klousule bedoel skriftelik gee.

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYDWERK

(1) Hierdie klousule is nie van toepassing nie op—

(a) 'n bou-inspekteur;

(b) 'n werkneem wat uitsluitlik of hoofsaaklik weg van sy werkewer se bedryfsinrigting werkzaam is met die doel om besigheid vir sy werkewer te werf, terwyl hy sodanige diens verrig;

(c) 'n nagwag;

(d) 'n veiligheidswag:

Met dien verstande dat die gewone werkure van werkneemers in paragraue (c) en (d) bedoel hoogstens 72 in 'n bepaalde week moet wees.

4. PAYMENT OF EARNINGS

(1) Save for deductions which the employer is legally required to make and save as provided in subclause (3), salaries shall be paid in full not later than the last working day of the month for which payment was due, but not less frequently than once per month.

(2) An employer shall not give and an employee shall not accept any portion of his salary or remuneration due for overtime other than in money.

(3) At the written request of an employee the following deductions may be made from his monthly salary:

(a) Trade union subscriptions which shall be forwarded by the employer to the secretaries of the trade unions concerned monthly not later than the last day of the month succeeding that during which the deductions were made or were required to be made;

(b) contributions to provident funds, medical aid funds, group life assurance schemes, pension funds, savings schemes approved by the Council and group insurance schemes and permanent health insurance schemes as approved by the employer;

(c) debts due to his employer at the rate agreed upon;

(d) the amount of any premium due on a life insurance policy taken out by the employee.

5. NOTICE OF TERMINATION OF CONTRACT

(1) An employee or his employer who desires to terminate the contract of employment shall give—

(a) in the case of a casual employee, 24 hours' notice;

(b) in the case of a weekly paid employee, 24 hours' notice during the first four weeks of employment and thereafter one week's notice; or

(c) in the case of a monthly paid employee, 24 hours' notice during the first three months of employment and thereafter one month's notice:

Provided that this shall not affect—

(i) the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(ii) the right of an employee and his employer to terminate their contract of employment without notice by mutual consent in writing;

(iii) any written agreement between an employee and an employer which provides for a period of notice of equal duration on both sides and for longer than that prescribed in paragraphs (a) to (c) hereof.

(2) (a) An employer shall provide his employee with work which the employee shall perform during the whole period of such notice, or in lieu thereof, the employer shall pay such employee or the employee shall forfeit, as the case may be, an amount of not less than the wages or salary which such employee would be entitled to receive if he worked for the period of such notice.

(b) If a contract of employment is terminated without notice by mutual consent in writing or by an employer for any cause recognised by law as sufficient, the employer shall pay the employee his wages or salary calculated up to the date of termination.

(3) Except by mutual agreement between employer and employee and except in instances where 24 hours' notice is prescribed in terms of sub-clause (1), the notice referred to in subclause (1) hereof shall be so given as to take effect—

(a) in the case of a weekly paid employee, from the day after that on which notice was given; and

(b) in the case of a monthly paid employee, from the first day of the month.

(4) Except by mutual agreement between employer and employee, a period of notice shall not be given during an employee's absence on leave, sick leave granted in terms of clause 9, or while he is obliged to undergo training or render service under section 3 of the Defence Act, 1957, nor shall a period of notice run concurrently with an employee's absence on leave or while undergoing training or rendering service under section 3 of the Defence Act, 1957.

(5) An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) The provisions of this clause shall not apply in respect of—

(a) a building inspector;

(b) an employee who is wholly or mainly engaged away from his employer's establishment in canvassing for business for his employer whilst engaged on such employment;

(c) a night watchman;

(d) a security guard:

Provided that the ordinary hours of work of employees referred to in paragraphs (c) and (d) shall not exceed 72 in any one week.

(2) (a) Die gewone werkure van— (i) werknemers wat eethuisgeriewe verskaf; (ii) timmermans, elektrisiëns, pleisteraars, messelaars en verwers wat onderhoudswerk verrig; en (iii) kantooropsigters, bodes, skoonmakers, ruskameropsigters, masjiensopsigters, arbeiders, magasynopsigters, ketelkameropsigters, drywers, faktotums en deurwagters;	(2) (a) The ordinary hours of work of— (i) employees engaged in the provision of canteen facilities; (ii) carpenters, electricians, plasterers, bricklayers and painters engaged in maintenance work; and (iii) office attendants, messengers, cleaners, rest room attendants, machine attendants, labourers, storeroom attendants, boiler-room attendants, drivers, handymen and commissioners;
mag hoogstens 46 uur per week wees van Maandag tot en met Saterdag.	shall not exceed 46 hours in any week from Monday to Saturday inclusive.
(b) Die gewone werkure van alle ander werknemers wat nie elektroniese dataverwerking van werk wat aanvullend daarby is, doen nie, is hoogstens— (i) 39 uur in 'n week van Maandag tot en met Saterdag of altesaam 156 uur in vier agtereenvolgende weke; (ii) vier uur op 'n Saterdag; (iii) agt uur op alle ander werkdae.	(b) The ordinary hours of work of all other employees who are not engaged on electronic data processing work or work ancillary thereto shall not exceed— (i) 39 hours in any week from Monday to Saturday inclusive or a total of 156 hours in any four consecutive weeks; (ii) four hours on any Saturday; (iii) eight hours on any other working day.
(c) Die gewone werkure van 'n werknemer wat elektroniese dataverwerking doen van werk wat aanvullend daarby is, is hoogstens 39 uur in 'n week van Maandag tot en met Saterdag of altesaam 156 uur in vier agtereenvolgende weke.	(c) The ordinary hours of work of an employee who is engaged on electronic data processing work or work ancillary thereto shall not exceed 39 hours in any week from Monday to Saturday inclusive or a total of 156 hours in any four consecutive weeks.
(3) Gedurende die gewone werkure mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aanneen te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie: Met dien verstande dat 'n werknemer by wedsydse ooreenkoms 'n pouse van minstens 'n halfuur kan neem op voorwaarde dat die totale werkure vir daardie dag dienooreenkombig verminder word.	(3) During the ordinary hours of work an employer shall not require or permit an employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that by mutual agreement an employee may take an interval of not less than half an hour subject to the overall hours of work for that day being reduced accordingly.
(4) Behoudens subklousule (3), moet alle werkure agtereenvolgend wees.	(4) Save as provided in subclause (3), all hours of work shall be consecutive.
(5) Alle tyd wat daar langer gwerk word as die getal ure wat in subklousule (2) voorgeskryf word, word geag oortyd te wees. Indien die oortyd egter hoogstens 45 minute op 'n dag is, geld dit vir besoldigingsdoelindes ingevolge subklousule (6) nie as oortyd nie, indien die oortyd onmiddellik na die gewone ure op daardie dag gwerk word.	(5) All time worked in excess of the number of hours prescribed in subclause (2) shall be deemed to be overtime. However, if the overtime does not exceed 45 minutes on any one day it shall not rank as overtime for the purposes of payment in terms of subclause (6) if the overtime is worked immediately after the ordinary hours on that day.
(6) (a) Behoudens paragrawe (c), (d) en (e) van hierdie subklousule en behoudens subklousule (5), met 'n werknemer wat diens verrig in die hoedanighede in subklousule (2) (a) bedoel, vir oortydwerk verrig die volgende besoldiging betaal word:	(6) (a) Subject to the provisions of paragraphs (c), (d) and (e) of this subclause and to the provisions of subclause (5) an employee employed in the capacities referred to in subclause (2) (a) shall be paid the following remuneration for overtime worked:
(i) In die geval van 'n los werknemer, een en 'n derde maal sy uurloon (wat bereken moet word deur sy dagloon deur agt en 'n half te deel) ten opsigte van die totale tydperk aldus op 'n dag gwerk;	(i) In the case of a casual employee, one and a third times his hourly wage (which shall be calculated by dividing his daily wage by eight and a half) in respect of the total period so worked on any day;
(ii) in die geval van alle ander werknemers in die hoedanighede in subklousule (2) (a) hierbo gemeld, een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus op 'n dag gwerk.	(ii) in the case of all other employees in the capacities referred to in subclause (2) (a), one and a third times his hourly wage in respect of the total period so worked on any day in any week.
(b) Behoudens paragrawe (c), (d), en (e) van hierdie subklousule en behoudens subklousule (5), moet alle ander werknemers vir oortydwerk verrig die volgende besoldiging betaal word:	(b) subject to the provisions of paragraphs (c), (d) and (e) of this subclause and to the provisions of subclause (5), all other employees shall be paid the following remuneration for over-time worked:
(i) Gedurende enige tyd, uitgesonderd op 'n Saterdagmiddag of 'n Sondag of 'n openbare vakansiedag, teen 'n uurlikse skaal van $\frac{1}{125}$ ste van sy basiese maandelikse salaris;	(i) During any time other than on a Saturday afternoon or a Sunday or a public holiday, at an hourly rate of $\frac{1}{125}$ th of his basic monthly salary;
(ii) op 'n Saterdagmiddag na die gewone werkure, teen 'n uurlikse skaal van $\frac{1}{85}$ ste van sy basiese maandelikse salaris;	(ii) on a Saturday afternoon after normal working hours, at an hourly rate of $\frac{1}{85}$ th of his basic monthly salary;
(iii) op 'n Sondag of openbare vakansiedag, teen 'n uurlikse skaal van $\frac{1}{85}$ ste van sy basiese maandelikse salaris: Met dien verstande dat die bedrag wat vir die volle tydperk van sodanige oortyd betaal word minstens $\frac{1}{300}$ ste van die werknemer se jaarlikse salaris moet wees indien die oortyd hoogstens vier uur beloop of $\frac{1}{150}$ ste van die werknemer se jaarlikse salaris indien die oortyd meer as vier uur beloop.	(iii) on a Sunday or public holiday, at an hourly rate of $\frac{1}{85}$ th of his basic monthly salary: Provided that the amount paid for the full period of such overtime shall not be less than $\frac{1}{300}$ th of the employees' annual salary if the overtime does not exceed four hours or $\frac{1}{150}$ th of the employees' annual salary if the overtime exceeds four hours.
(c) Besoldiging moet betaal word slegs vir oortydwerk wat verrig word op die uitdruklike versoek van die bestuurder of van 'n beampie wat aangestel is om oortydwerk goed te keur.	(c) Payment shall only be made for overtime worked at the specific request of the manager or of an official appointed for the purpose of sanctioning overtime.
(d) 'n Werknemer wie se basiese salaris meer as R10 000 per jaar is, moet nie vir enige oortydwerk besoldig word nie, uitgesonderd oortydwerk wat op 'n Sondag of openbare vakansiedag verrig word: Met dien verstande dat sodanige oortydwerk uitdruklik deur die hoofkantoor van die werkgever gemagtig word.	(d) An employee whose basic salary exceeds R10 000 per annum shall not be paid for any overtime, other than overtime worked on a Sunday or public holiday: Provided that such overtime must be specifically authorised by the head office of the employer.
(e) 'n Werkgever is nie verplig om te betaal vir enige oortydwerk wat verrig word deur 'n werknemer wat gemagtig is om oortydwerk goed te keur nie.	(e) An employer shall not be obliged to pay for any overtime worked by an employee who is authorised to sanction overtime.
(7) 'n Werkgever mag nie vereis of toelaat dat—	(7) No employer shall require or permit—
(a) 'n werknemer 'n werkdagbestek van langer as altesaam 12 uur werk nie: Met dien verstande dat, indien oortyd gwerk word, genoemde werkdagbestek te bowe gegaan mag word in dié mate waarin die gewone werkure plus die oortyd en enige pouse voorgeskryf in subklousule (3) meer as 12 uur op 'n dag mag wees;	(a) an employee to work for a spreadover of more than 12 hours: Provided that, if overtime is worked, the said spreadover may be exceeded to the extent by which the ordinary working hours plus the overtime and any interval prescribed by subclause (3) exceed 12 hours on any day;
(b) 'n werknemer meer oortyd werk nie as—	(b) an employee to work overtime exceeding—
(i) 150 uur in 'n bepaalde jaar;	(i) 150 hours in any year;
(ii) 10 uur in 'n bepaalde week;	(ii) 10 hours in any week;
(iii) vier uur op 'n bepaalde dag;	(iii) four hours on any day;

(c) 'n werknemer op 'n Sondag of openbare vakansiedag werk nie:
Met dien verstande dat die bepalings en beperkings wat in hierdie subklousule voorgeskryf word, nie van toepassing is nie ten opsigte van 'n werknemer wat besig is met elektroniese dataverwerking of werk wat aanvullend daarby is of noodwerk wat, vir die toepassing van hierdie Ooreenkoms en sonder om af te doen aan die algemeenheid van dié uitdrukking, geag word werk te omvat wat dringend nodig is vanweë die sluiting van die boekjaar, periodieke balansering, Regeringswetgewing, 'n verandering in die rentekoers, stelselveranderings, vervalsings of defekte meganiese uitrusting of onderbreking van rekenoutomaatprogramme en/of elektro-niese dataverwerkingsuitrusting.

(8) (a) 'n Werknemer van wie daar vereis word om ná 18h00 te werk, moet volgens die keuse van die werkewer ð gratis van 'n maaltyd voor-sien of vier rand in plaas daarvan betaal word, mits sodanige werk as oortydwerk ingedeel word.

(b) 'n Vroulike werknemer van wie vereis word om ná donker te werk, kan haar werkewer versoek om vervoer te verskaf om haar op koste van die werkewer na haar tuiste te vervoer, en die werkewer is verplig om aan daardie versoek te voldoen. Hierdie paragraaf is slegs tot 31 Oktober 1982 van toepassing.

(9) 'n Werknemer van wie daar vereis word om op 'n Sondag of openbare vakansiedag langer as vyf uur te werk, moet volgens die keuse van die werkewer ð gratis van 'n maaltyd voor-sien of vier rand in plaas daarvan betaal word.

7. JAARLIKSE VERLOF

(1) 'n Werkewer moet sy werknemers vir elke voltooide ononderbroke jaar diens by hom verlof met volle besoldiging op ondergemelde grondslag toestaan:

(a) Tot en met die derde voltooide jaar ononderbroke diens, minstens 21 werkdae ten opsigte van werknemers wat maandeliks betaal word en minstens 14 werkdae ten opsigte van alle ander werknemers; en

(b) ná die derde voltooide jaar ononderbroke diens, minstens 28 werkdae ten opsigte van werknemers wat maandeliks betaal word, uitgesonderd dié in klousule 6 (1) (c) en (d) en (2) (a) bedoel.

(2) 'n Werkewer kan na goeddunke 'n werknemer uitgesonderd 'n werknemer wat op slegs 14 dae verlof geregtig is, toelaat om sodanige gedeelte van sy jaarlikse verlof as wat die werkewer goedkeur, maar hoogstens die volgende, te laat ooploop:

- (a) Werknemers wat op 21 werkdae geregtig is—agt werkdae; en
- (b) werknemers wat op 28 werkdae geregtig is—10 werkdae.

(3) (a) Die verlof waarop 'n werknemer kragtens subklousule (1) geregtig is, word verskuldig op die verjaarsdag van die datum van diensaanvaarding. Dit moet geneem word op 'n tydperk wat vir die werkewer geleë is binne 'n tydperk van ses maande na die voltooiing van dié jaar diens waarop dit betrekking het. Met dien verstande dat as die werknemer vóór verstryking van genoemde tydperk van ses maande dit skriftelik versoek, die werkewer die verlof kan toestaan sodat dit geneem word binne 'n tydperk van een jaar ná voltooiing van die jaar diens waarop dit betrekking het.

(b) Indien 'n openbare vakansiedag binne die tydperk van sodanige verlof val, moet nog 'n dag ter vervanging van elke sodanige dag as 'n verdere tydperk van verlof met volle besoldiging bygevoeg word.

(c) Die werkewer mag nie sodanige verlof só toestaan dat dit saamval met 'n tydperk wat die werknemer opleiding ondergaan of diens doen ingevolge artikel 3 van die Verdedigingswet, 1957, of met 'n tydperk van siekterlof wat ingevolge klousule 9 van hierdie Ooreenkoms toegestaan is of met 'n tydperk van kennisgewing van diensbeëindiging nie.

(4) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag 'n tydperk of tydperke in te sluit waartydens die werkewer—

- (a) ooreenkombig subklousule (1) met verlof is;
- (b) opleiding ondergaan of diens doen ingevolge artikel 3 van die Verdedigingswet, 1957, vir sover sodanige tydperk of tydperke hoogstens vier maande in 'n bepaalde jaar is;
- (c) op las of op versoek van die werkewer van sy werk afwesig is; of
- (d) van sy werk afwesig is met siekterlof toegestaan ooreenkombig klousule 9 van hierdie Ooreenkoms.

(5) By beëindiging van 'n werknemer se diens moet sy werkewer hom, behoudens subklousules (6) en (7) hieronder, die volgende betaal:

(a) 'n Bedrag gelyk aan $\frac{1}{300}$ ste van die jaarlikse salaris wat hy ten tyde van die beëindiging van sy dienskontrak ontvang, vir elke dag verlof aan hom verskuldig ingevolge subklousule (3) maar wat die werknemer nie voor die beëindiging van sy diens geneem het nie;

(b) 'n bedrag gelyk aan—

- (i) $\frac{1}{17}$ de van sy weeklike salaris indien hy geregtig is op minder as 21 werkdae verlof; of
- (ii) $\frac{1}{14}$ de van sy maandelikse salaris indien hy geregtig is op minder as 28 werkdae verlof; of

(c) an employee to work on a Sunday or public holiday:

Provided that the provisions and limitations prescribed in this subclause shall not apply in respect of an employee while he is engaged on electronic data processing work or work ancillary thereto or emergency work which shall for the purposes of this Agreement and without prejudice to the generality of that term, be deemed to include work which is necessary as a matter of urgency because of the end of the financial year, periodical balancing, Government legislation, change in interest rates, change of system, defalcations, or breakdowns of mechanical equipment or failure of computer programmes and/or electronic data processing equipment.

(8) (a) An employee who is required to work after 18h00 shall, at the option of the employer, either be supplied with a meal free of charge or be paid four rand in lieu thereof, provided such work is classified as overtime.

(b) A female employee required to work after dark may request her employer to provide transport to take her home at the expense of the employer. The employer shall be obliged to comply with that request. The provisions of this paragraph shall apply only until 31 October 1982.

(9) An employee who is required to work on a Sunday or public holiday for a period of more than five hours shall, at the option of the employer, either be supplied with a meal free of charge or be paid four rand in lieu thereof.

7. ANNUAL LEAVE

(1) An employer shall grant to his employees leave on full pay in respect of each completed year of continuous employment with him on the following bases:

(a) Up to and including the third completed year of continuous service, not less than 21 working days in respect of monthly paid employees and not less than 14 working days in respect of all other employees; and

(b) after the third completed year of continuous service, not less than 28 working days in respect of monthly paid employees, excluding those referred to in clause 6 (1) (c) and (d) and (2) (a).

(2) An employer may, in his discretion, permit any employee, other than an employee who is entitled to only 14 days' leave, to accumulate such portion of his annual leave as the employer may approve, but not exceeding the following:

- (a) Employees entitled to 21 working days—eight working days; and
- (b) employees entitled to 28 working days—10 working days.

(3) (a) The leave to which an employee is entitled in terms of subclause (1) shall become due on the anniversary of the date on which employment commenced. It shall be taken at a time suitable to the employer within a period of six months after the completion of the year of employment to which it relates: Provided that at the request of the employee, made in writing, before the expiration of the said period of six months, the employer may grant the leave to be taken within a period of one year after the completion of the year of employment to which it relates.

(b) If a public holiday falls within the period of such leave, another day shall in substitution for each such day be added as a further period of leave on full pay.

(c) The employer shall not grant such leave to be concurrent with any period during which the employee undergoes training or renders service under section 3 of the Defence Act, 1957, or with any period of sick leave granted in terms of clause 9 of this Agreement or with a period of notice of termination of employment.

(4) For the purposes of this clause, the expressions "employment" and "service" shall be deemed to include any period or periods during which the employee—

(a) is on leave in terms of subclause (1);

(b) undergoes training or renders service under section 3 of the Defence Act, 1957, in so far as such period or periods do not exceed four months in any one year;

(c) is absent from work on the instructions or at the request of the employer; or

(d) is absent from work on sick leave granted in terms of clause 9 of this Agreement.

(5) On termination of an employee's employment, his employer shall pay to him, subject to the provisions of subclause (6) and (7) hereunder—

(a) an amount equal to $\frac{1}{300}$ th of the annual salary being paid to him at the time of termination of his contract of employment for each day of leave due to him in terms of subclause (3) but not taken prior to the date of termination of his employment;

(b) an amount equal to—

(i) $\frac{1}{17}$ th of his weekly salary if his leave rights are less than 21 working days; or

(ii) $\frac{1}{14}$ th of his monthly salary if his leave rights are less than 28 working days; or

(iii) $\frac{1}{11}$ de van sy maandelikse salaris indien hy geregtig is op minstens 28 werkdae verlof;

vir elke voltooide maand diens na—

(aa) die datum waarop hy laas op sy jaarlikse verlof geregtig geword het; of

(ab) die datum waarop hy diens aanvaar het indien hy minder as 12 maande in diens was;

(c) 'n bedrag gelyk aan $\frac{1}{300}$ ste van die jaarlike salaris wat hy ten tyde van die beëindiging van sy dienskontrak ontvang, vir elke dag verlof wat ooreenkomsdig subklousule (2) opgeloop het maar nie geneem was nie.

(6) 'n Werkewer is nie verplig om ingevolge subklousule (5) (b) 'n bedrag te betaal aan 'n werknemer wat sy diens verlaat sonder om die toepaslike kennis van diensbeëindiging te gee en sonder om gedurende sodanige kennisgewingstermyne te werk nie, tensy die werknemer regtens daarop geregtig was om nie aldus kennis te gee of om gedurende sodanige termyn te werk nie.

(7) 'n Werkewer kan van enige bedrag wat ingevolge subklousule (5) aan 'n werknemer betaalbaar is 'n bedrag gelyk aan $\frac{1}{300}$ ste van die werknemer se jaarlike salaris aftrek vir elke dag waarop geleenthedsverlof met volle besoldiging op die werknemer se skriftelike versoek aan hom toegestaan was.

(8) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die werkewer, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder dat hy die vereiste kennis gegee en die vereiste kennisgewingstermyne uitgedien het of sonder dat hy sy werkewer betaal het in plaas van die kennisgewing, vir homself uit die geld wat hy aan sodanige werknemer kragtens hierdie Ooreenkoms skuld 'n bedrag toeëien van hoogstens dit wat sodanige werknemer aan hom sou moes betaal het in plaas van die kennisgewing: Met dien verstande dat waar die werkewer aldus 'n bedrag in plaas van die kennisgewing vir hom toegeëien het, die werknemer vir die toepassing van klousule 5 (2) (a) geag moet word dat die werkewer te betaal het in plaas van die kennisgewing.

8. OPENBARE VAKANSIEDAE

Benewens die verlof voorgeskryf in klousule 7, is 'n werknemer geregtig op verlof met besoldiging op alle openbare vakansiedae en moet dit aan hom toegestaan word.

9. SIEKTEVERLOF

(1) 'n Werkewer moet aan enige werknemer wat weens ongesiktheid van sy werk afwesig is, altesaam minstens 36 werkdae siekterlof gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom toestaan en sodanige werknemer ten opsigte van die tydperk van afwesigheid ooreenkomsdig hierdie subklousule 'n bedrag betaal wat nie minder is nie as die salaris wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 12 agtereenvolgende maande diens geregtig is op siekterlof met volle besoldiging van hoogstens een werkdag ten opsigte van elke voltooide maand diens;

(ii) 'n werkewer, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te le wanneer 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongesiktheid meld: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke besoldiging ooreenkomsdig hierdie subklousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat in te dien, sy werkewer gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleenthed volg, van hom kan vereis om sodanige sertifikaat in te dien ten opsigte van enige afwesigheid van werk;

(iii) hierdie subklousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkewer bydraes wat minstens gelyk is aan dié van die werknemer, aan 'n fonds of organisasie betaal wat deur die werknemer aangewys word en wat aan die werknemer waarborg dat hy, ingeval van ongesiktheid onder die omstandighede in hierdie subklousule gemeld, besoldiging sal ontvang wat altesaam minstens die ekwivalent is van sy salaris vir 36 werkdae in elke tydperk van 36 maande diens;

(iv) waar daar regtens van 'n werkewer vereis word om geldie vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en hy sodanige geldie wel betaal ten opsigte van enige ongesiktheid, die bedrae aldus betaal, afgetrek kan word van die besoldiging wat ingevolge hierdie subklousule verskuldig is ten opsigte van afwesigheid met siekterlof weens sodanige ongesiktheid;

(v) hierdie subklousule nie van toepassing is nie ten opsigte van 'n tydperk van ongesiktheid van 'n werknemer ten opsigte waarvan daarby enige ander wet van die werkewer vereis word om aan die werknemer 'n bedrag van minstens sy salaris te betaal.

(2) Vir die toepassing van hierdie klousule—

(a) omvat "diens" 'n tydperk of tydperke wat 'n werknemer—

(i) opleiding onderraan of diens doen ingevolle artikel 3 van die Verdedigingswet, 1957, vir sover sodanige tydperk of tydperke hoogstens vier maande in 'n bepaalde jaar is;

(iii) $\frac{1}{11}$ th of his monthly salary if his leave rights are not less than 28 working days;

for each completed month of service after—

(aa) the date on which he last became entitled to his annual leave; or

(ab) the date of the commencement of his employment if he has been employed for less than 12 months;

(c) an amount equal to $\frac{1}{300}$ th of the annual salary being paid to him at the time of termination of his contract of employment for each day of leave accumulated but not taken in terms of subclause (2).

(6) An employer shall not be obliged to pay any amount in terms of subclause (5) (b) to an employee who leaves his employment without having given, and worked during the period of, the appropriate notice of termination of employment, unless in failing to give such notice or to work during such period the employee was acting within his legal rights.

(7) An employer may deduct from any amount payable in terms of subclause (5) an amount equal to $\frac{1}{300}$ th of the employee's annual salary for each day on which he was granted occasional leave on full pay at his written request.

(8) Notwithstanding anything to the contrary contained in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice, or without paying his employer in lieu of notice, his employer may appropriate to himself from any moneys which he owes to the employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that when an employer has so appropriated to himself an amount in lieu of notice, the employee shall, for the purpose of clause 5 (2) (a), be deemed to have paid the employer in lieu of notice.

8. PUBLIC HOLIDAYS

In addition to the leave prescribed in clause 7, an employee shall be entitled to and be granted paid leave on all public holidays.

9. SICK LEAVE

(1) An employer shall grant to any employee who is absent from work through incapacity not less than 36 working days sick leave in the aggregate during any period of 36 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the salary he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;

(iii) this subclause shall not apply in respect of any employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this subclause the payment to him of not less than in the aggregate the equivalent of his salary for 36 working days in each period of 36 months of employment;

(iv) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amounts so paid may be set off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity;

(v) the provisions of this subclause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his salary.

(2) For the purposes of this clause—

(a) "employment" includes any period or periods during which an employee—

(i) undergoes training or renders service under section 3 of the Defence Act, 1957, in so far as such period or periods do not exceed four months in any one year;

(ii) met verlof ooreenkomstig klousule 7 (1) van hierdie Ooreenkoms is of van sy werk afwesig is op las of op versoek van die werkgever of met siekteleverlof ooreenkomstig subklousule (1) is, vir sover sodanige tydperk of tydperke altesaam hoogstens 10 weke in 'n enkele jaar be-loop;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk, wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ooreenkomstig die Ongevallewet, 1941, betaalbaar is, as ongeskiktheid geag word slegs vir die tydperk waarvoor geen bedrag ten opsigte van ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

10. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen vir 'n tydperk van hoogstens die onverstreke termyn van die Ooreenkoms of 'n verlenging daarvan.

(2) Aansoek om vrystelling van 'n persoon of klas persone van al of enigeen van die bepalings van die Ooreenkoms moet skriftelik aan die Raad gerig word en die Raad kan vrystelling van al of enigeen van die bepalings van die Ooreenkoms verleen aan of ten opsigte van dié persoon of klas persone vir die tydperk en behoudens die voorwaardes wat hy bepaal indien die Raad van mening is dat—

(a) die diensvoorwaardes van sodanige persoon of klas persone wesentlik nie minder gunstig vir hom of hulle is as die diensvoorwaardes in hierdie Ooreenkoms voorgeskryf nie; of

(b) sodanige persoon aan 'n liggaamlike ongeskiktheid soos ouderdom, chroniese siekte of swakheid ly en in staat is om slegs 'n deel van die werk te doen wat van 'n gesonde persoon vereis word; of

(c) daar besondere omstandighede bestaan wat vrystelling van dié persoon of klas persone in belang van dié persoon of klas persone ingevolge hierdie klousule regverdig.

(3) Die Raad moet die voorwaardes bepaal waarop vrystellings verleen word en die tydperk waartydens sodanige vrystellings van krag is: Met dien verstande egter dat—

(i) die tydperk waarvoor vrystelling verleen word 'n aanvang kan neem op 'n datum voor dié waarop die vrystelling verleen word maar nie voor die datum waarop aansoek ingevolge hierdie subklousule gedoen is nie;

(ii) die Raad die vrystelling na 'n maand kennisgewing aan die betrokke werknemer kan intrek.

(4) Die Sekretaris van die Raad moet aan elke werkgever aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:

(a) Die volle name van die werkgever en van die werknemer(s) ten opsigte van wie die vrystelling verleen word: Met dien verstande dat die name van die werknemer nie gemeld hoeft te word nie indien die vrystellingsertifikaat aan die werkgever verleen word ten opsigte van al sy werknemers of 'n klas van sy werknemers;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;

(c) die voorwaardes gestel ooreenkomstig subklousule (2), waarop die vrystelling verleen word; en

(d) die tydperk waartydens die vrystelling van krag is.

(5) Die Sekretaris van die Raad moet—

(a) 'n kopie bewaar van elke sertifikaat wat uitgereik word;

(b) waar die vrystellingsertifikaat aan 'n werkgever toegestaan word ten opsigte van al sy werknemers of 'n klas van sy werknemers, 'n ekstra kopie van die sertifikaat aan die betrokke werkgever stuur wie se plig dit is om 'n kopie van sodanige sertifikaat by sy hoofkantoor en op die kennisgewingborde van al sy takkantore te vertoon;

(c) waar die vrystellingsertifikaat aan 'n werkgever toegestaan word slegs ten opsigte van 'n individuele werknemer, 'n kopie van die sertifikaat aan die betrokke werknemer stuur;

(d) waar die vrystellingsertifikaat aan 'n werknemer toegestaan word, 'n kopie van die sertifikaat aan die betrokke werkgever en werknemer stuur.

11. FONDSE VAN DIE RAAD

(1) Die fonse wat die Raad nodig het vir die administrasie van sy sake of hierdie Ooreenkoms, moet verskaf word ooreenkomstig subklousule (2), en sodanige fondse moet deur die Raad beheer en geadministreer word.

(2) Elke werkgever moet 85c per jaar of gedeelte daarvan tot die fondse van die Raad bydra vir elke werknemer wat by hom in diens is en wat lid van een van die vakverenigings is, en sodanige werkgever kan hoogstens 42½% van sodanige bydrae aftrek van die salaris wat aan die werknemer betaalbaar is. Elke werkgever moet voor of op 31 Julie elke jaar 'n jaarlikse opgawe en betaling van die verskuldige bydraes aan die Sekretaris van die Raad stuur. Die opgawe moet in die vorm wees van 'n sertifikaat wat deur die Hoofbestuurder van die werkgever geteken is en waarin die getal aangegee word van sy werknemers wat op 30 Junie van daardie jaar lede van die vakverenigings was, en die betaling van bydraes is 85c vir elke sodanige werknemer.

(ii) is on leave in terms of clause 7 (1) of this Agreement or absent from work on the instructions or at the request of the employer or on sick leave in terms of subclause (1) in so far as such period or periods do not exceed, in the aggregate, 10 weeks in any one year;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

10. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for a period not exceeding the unexpired period of the Agreement or any extension thereof.

(2) Application for the exemption of any person or class of persons from all or any of the provisions of the Agreement shall be made in writing to the Council and the Council may grant exemption from all or any of the provisions of the Agreement to or in respect of that person or class of persons, for such period and subject to such terms and conditions as it may determine, if the Council is of the opinion that—

(a) the terms and conditions of employment of such person or class of persons are substantially not less favourable to him or them than the terms and conditions of employment prescribed by this Agreement; or

(b) such person suffers from a physical disability such as old age, chronic sickness or infirmity and is capable of doing only part of the work required of an able-bodied person; or

(c) special circumstances exist which justify, in the interests of such person or class of persons, an exemption of that person or class of persons under this clause.

(3) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate: Provided, however, that—

(i) the period for which exemption is granted may commence on a date prior to that on which the exemption is granted but not earlier than the date on which the application was made in terms of this subsection;

(ii) the Council may, after one month's notice has been given to the employer concerned, withdraw any exemption.

(4) The Secretary of the Council shall issue to every employer granted exemption in accordance with the provisions of this clause, a licence of exemption signed by him setting out—

(a) the full names of the employer and the employee(s) in respect of whom the exemption is granted: Provided that the names of the employees need not be set out if the licence of exemption is granted to the employer in respect of all or a class of his employees;

(b) the provisions of the Agreement from which exemption was granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) subject to which exemption is granted; and

(d) the period during which the exemption shall operate.

(5) The Secretary of the Council shall—

(a) retain a copy of each licence issued;

(b) where the licence of exemption is granted to an employer in respect of all or a class of his employees forward an extra copy of the licence to the employer concerned whose duty it shall be to display a copy of such licence at his head office and on the notice-boards of all his branch offices;

(c) where the licence of exemption is granted to an employer in respect of an individual employee only, forward a copy of the licence to the employee concerned;

(d) where the licence of exemption is granted to an employee, forward a copy of the licence to the employer and the employee concerned.

11. COUNCIL FUNDS

(1) The funds required by the Council for the administration of its affairs or this Agreement shall be provided for in accordance with subclause (2) which funds shall be under the control and administration of the Council.

(2) Every employer shall contribute to the funds of the Council 85c per annum or part thereof for each employee employed by him who is a member of either trade union, and such employer may deduct not more than 42½% of such contribution from the salary payable to the employee. An annual return and payment of the contributions due shall be made by every employer to the Secretary of the Council not later than the 31st day of July each year, the return being in the form of a certificate signed by the General Manager of the employer giving the number of his employees who were members of the trade unions on the 30th day of June of that year, and the payment being 85c for each such employee.

12. AGENTE VAN DIE RAAD

Die Raad kan een of meer bepaalde persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Dit is die plig van werkgewers wat lede van die werkgewersorganisasie is en die plig van werkemers wat lede van een van die vakverenigings is om sodanige agente toe te laat om dié navrae te doen en dié dokumente te ondersoek en dié werkemers te ondervra wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

13. ADMINISTRASIE

Die Raad is die liggaaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan beslissings wat nie met hierdie Ooreenkoms of met 'n regverdolkking daarvan onbestaanbaar is nie, vir die leiding van die werkgewers en die werkemers gee.

14. DIENSSERTIFIKAAT

Met uitsondering van die geval waar diens beëindig word op grond daarvan dat 'n werkemmer gedros het, moet 'n werkewer by die diensbeëindiging van 'n werkemmer 'n dienssertifikaat aan sodanige werkemmer uitrek waarin die volle name van die werkewer en die werkemmer, die beroep van die werkemmer, die datum van indiensneming en die datum van diensbeëindiging en die salaris van die werkemmer by sodanige beëindiging gemeld word.

15. VERTEENWOORDIGERS VAN DIE WERKNEMERS IN DIE RAAD

Werkgewers moet alle faciliteite beskikbaar stel om verteenwoordigers van die vakverenigings in staat te stel om vergaderings van die Raad by te woon.

16. VERTONING VAN OOREENKOMS

Elke werkewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies kragtens die Wet, albei amptelike tale in sy bedryfsinrigting vertoon op 'n opvallende plek waar dit geredelik vir sy werkemmers toeganklik is.

Aangesien die werkgewersorganisasie en die vakverenigings tot die Ooreenkoms geraak het wat hierin vervat word, verklaar ondergetekende gemagtigde ampsdraers van die Raad hierby dat bovermelde die Ooreenkoms is waartoe hulle geraak het en plaas hulle hul handtekenings daaronder.

Namens die partye by die Nywerheidsraad vir die Bouverenigingonderneming op hede die 30ste dag van Junie 1981 in Johannesburg onderteken.

M. MIA, Voorsitter.

C. RICHARDSON, Ondervoorsitter.

C. J. VAN VUUREN, Sekretaris.

No. R. 311

26 Februarie 1982

WET OP ARBEIDSVERHOUDINGE, 1956**BOUVERENIGINGONDERNEMING.—INTREKKING VAN GOEWERMENSKENNISGEWINGS**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing R. 214 van 8 Februarie 1980 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekrag.

12. COUNCIL'S AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of employers who are members of the employer's organisation and the duty of employees who are members of either trade union to permit such agents to institute such enquiries and to examine such documents and interrogate such employees as may be necessary for ascertaining whether the provisions of this Agreement are being observed.

13. ADMINISTRATION

The Council shall be the body responsible for the administration of this Agreement and it may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof for the guidance of employers and employees.

14. CERTIFICATE OF SERVICE

Except where employment is terminated on the grounds of desertion an employer shall, upon the termination of employment of an employee, issue a certificate of service to such employee reflecting the full names of the employer and employee, the occupation of the employee, the date of commencement and date of termination of employment and the salary rate of the employee at such termination.

15. EMPLOYEE'S REPRESENTATIVES ON THE COUNCIL

Employers shall give every facility to enable representatives of the trade unions to attend meetings of the Council.

16. EXHIBITION OF AGREEMENT

Every employer shall display in his establishment a legible copy of this Agreement in the form prescribed in the regulations under the Act in both official languages and in a conspicuous place where it is readily accessible to his employees.

The employers' organisation and the trade unions having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

Signed at Johannesburg, on behalf of the parties to the Industrial Council for the Building Society Undertaking, this 30th day of June 1981.

M. MIA, Chairman.

C. RICHARDSON, Vice-Chairman.

C. J. VAN VUUREN, Secretary.

26 February 1982

LABOUR RELATIONS ACT, 1956**BUILDING SOCIETY UNDERTAKING.—CANCELLATION OF GOVERNMENT NOTICES**

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 214 of 8 February 1980 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower.

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