

REPUBLIEK  
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REPUBLIC  
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SOUTH AFRICA

# Staatskoerant Government Gazette

Verkoopprijs • Selling price  
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Plaaslik **45c** Local  
Buitelands **60c** Other countries  
Posvry • Post free

**Regulasiekoerant  
Regulation Gazette**  
**No. R. 3918**

As 'n Nuusblad by die  
Poskantoor geregistreer  
Registered at the Post Office  
as a Newspaper

Vol. 247

PRETORIA, 24 JANUARIE 1986  
JANUARY

No. 10077

## GOEWERMENTSKENNISGEWING

### DEPARTEMENT VAN MANNEKRAG

No. R. 108

24 Januarie 1986

#### WET OP ARBEIDSVERHOUDINGE, 1956 BOUVERENIGINGONDERNEMING

Ek, Pieter Theunis Christiaan du Plessis, 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 1 April 1986 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 16 en 19;

met ingang van 1 April 1986 en vir die tydperk wat op 31 Maart 1989 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 gespesifiseer.

P. T. C. DU PLESSIS,  
Minister van Mannekrag.

#### BYLAE

#### NYWERHEIDSRaad VIR DIE BOUVERENIGING- ONDERNEMING OOREENKOMS

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

#### South African Building Societies Employers' Association

(hierna die "werkgewersorganisasie" genoem), aan die een kant, en die

#### Building Society Officials' Association of South Africa

(hierna die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bouverenigingonderneming.

## GOVERNMENT NOTICE

### DEPARTMENT OF MANPOWER

No. R. 108

24 January 1986

#### LABOUR RELATIONS ACT, 1956

#### BUILDING SOCIETY UNDERTAKING

I, Pieter Theunis Christiaan du Plessis, 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 1 April 1986 and for the period ending 31 March 1989, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; 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) (a), 2, 16 and 19;

shall be binding, with effect from 1 April 1986 and for the period ending 31 March 1989, 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.

P. T. C. DU PLESSIS,  
Minister of Manpower.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING SOCIETY UNDERTAKING AGREEMENT

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

#### South African Building Societies Employers' Association

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

#### Building Society Officials' Association of South Africa

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

**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms is van toepassing—

- (a) op alle werkgewers wat lede van die werkgewersorganisasie is en op hul werknemers wat lede van die vakvereniging is en wat werksaam is in die Bouverenigingonderneming;
- (b) op dié werkgewers en werknemers wat betrokke is by die Bouverenigingonderneming, uitgesonderd dié in (a) genoem, en op wie die Minister van tyd hierdie Ooreenkoms bindend verklaar ingevolge artikel 48 (1) (b) van die Wet;
- (c) binne die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai.

(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit opsigself die besoldiging wat op of na die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal word, verminder nie of die werkgewer daarop geregtig maak om dit te verminder nie.

**2. GELDIGHEIDSDUUR**

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 1989 of vir sodanige tydperk as wat hy bepaal.

**3. WOORDOMSKRYWING**

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig is 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 een geslag aandui, ook die ander geslag bedoel; die enkelvoud sluit die meervoud in en omgekeerd, envoorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "besoldiging" betaling in geld en/of in natura wat gemaak word of verskuldig is aan iemand, en wat op watter wyse ook al voortspruit uit sy werk; (15)

(2) "bouvereniging" 'n bouvereniging soos omskryf in die Bouverenigingwet, Wet 24 van 1965, en geregistreer ingevolge daardie Wet; (3)

(3) "Bouverenigingonderneming" die Onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om die besigheid van 'n bouvereniging te dryf; (4)

(4) "bouwaardeerder/-inspekteur" iemand in diens van 'n bouvereniging of 'n maatskappy wat ten volle of gedeeltelik deur sodanige bouvereniging beheer word, wat aan sodanige bouvereniging of aan sodanige maatskappy 'n waardasie- of inspeksieverslag verskaf van eiendom wat onder verband is of gaan kom of die eiendom is van die bouvereniging of sodanige maatskappy: Met die verstande dat sodanige waardasie of verslag uitsluitlik vir sodanige bouvereniging of sy beheerde maatskappy se gebruik bedoel is en nie bedoel is om aan wie ook al anders geopenbaar te word nie; (2)

(5) "dag" 'n tydperk van 24 agtereenvolgende ure, tensy die sinsverband aandui dat dit 'n weekdag is; (7)

(6) "gewone werkure" die werkure in klousule 7 (2) bedoel ten opsigte van die verskillende kategorieë werknemers wat in daardie klousule uiteengesit word; (13)

(7) "los werknemer" iemand wat nie op elke gewone werkdag van die week deur 'n werkgewer geëmplojeer word nie; (5)

(8) "maand" 'n kalendermaand; (12)

(9) "militêre diens" opleiding of diens ingevolge die Verdedigingswet, Wet 44 van 1957, soos gewysig; (10)

(10) "Minister" die Minister van Mannekrag; (11)

(11) "openbare vakansiedag" 'n dag wat ingevolge die Wet op Openbare Feesdae, Wet 5 van 1952, soos gewysig, 'n openbare vakansiedag is; (14)

(12) "Raad" die Nywerheidsraad vir die Bouverenigingonderneming; (6)

(13) "verantwoordelike beampte" 'n werknemer wat verantwoordelik is vir die uitvoering van beleid, toesig oor ander werknemers en wat die aktiwiteite beheer wat verrig moet word deur werknemers wat aan hom verslag doen; (16)

(14) "salaris" daardie gedeelte van 'n werknemer se besoldiging wat aan hom betaal word of waarop hy geregtig is ten opsigte van sy gewone werkure; (17)

(15) "Sekretaris" die Sekretaris van die Raad, en dit sluit enige beampte/instansie in wat deur die Raad benoem word om as Sekretaris van die Raad op te tree; (18)

(16) "skofwerker" 'n werknemer wat skofte werk in of in verband met 'n aktiwiteit ten opsigte waarvan werk in twee of meer skofte per dag verrig word; (20)

(17) "veiligheidswag" 'n werknemer wat belas is met die toesig en beheer oor 'n wag of die beheer oor of verslagdoening oor die beweging van persone of voertuie deur 'n kontrolepunt of van wie daar in die loop van sy werk vereis kan word om as wag op te tree of enige ander sekuriteitsdienste te verrig, met inbegrip van, maar nie uitsluitlik nie, die bewaking van eiendom; (19)

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall apply—

- (a) to all employers who are members of the employers' organisation and their employees who are members of the trade union and who are engaged in the Building Society Undertaking;
- (b) to such employers and employees who are engaged in the Building Society Undertaking, other than those referred to in (a) above, and upon whom the Minister may from time to time declare this Agreement to be binding pursuant to section 48 (1) (b) of the Act;
- (c) within the Republic of South Africa, excluding the port and settlement of Walvis Bay.

(2) Nothing contained in this Agreement shall operate *per se* or entitle an employer to reduce the remuneration of any employee on or after the date on which this Agreement comes into operation.

**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 1989 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 one gender shall include the other gender; the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

(1) "Act" means the Labour Relations Act, 1956; (23)

(2) "building valuer/inspector" means any person in the employment of a building society or a company wholly owned or controlled by such building society, who furnishes to such building society or such company a valuation or inspection report of property which is mortgaged, intended to be mortgaged or owned by such building society or such company;

Provided that such valuation or inspection report shall be intended for use exclusively by such building society or such company and is not intended to be disclosed to any other person whomsoever; (4)

(3) "building society" means a building society as defined in the Building Societies Act, Act 24 of 1965 and registered in terms of the Act; (2)

(4) "Building Society Undertaking" means the Undertaking in which employers and their employees are engaged for the purpose of conducting the business of a building society; (3)

(5) "casual employee" means any person who is not employed by an employer on every normal working day of the week; (7)

(6) "Council" means the Industrial Council for the Building Society Undertaking; (12)

(7) "day" means any period of 24 consecutive hours, unless the context indicates that it means a day of the week; (5)

(8) "employee" means any person who is employed by or working for any employer and receiving or entitled to receive any remuneration, or who works under the direction and supervision of an employer, and any other person whosoever who in any manner assists in the carrying on or conducting of the business of an employer, and "employed" and "employment" have corresponding meanings; (22)

(9) "employer" means any person engaged in the Building Society Undertaking who employs or provides work for any person and remunerates or expressly or tactically undertakes to remunerate him, or who permits any person in any manner to assist him in the carrying on or conducting of his business; (21)

(10) "military service" means any training or service in terms of the Defence Act, Act 44 of 1957, as amended; (9)

(11) "the Minister" means the Minister of Manpower; (10)

(12) "month means" a calendar month; (8)

(13) "ordinary hours of work" means the working hours referred to in clause 7 (2) in respect of the different categories of employees set out in that clause; (6)

(14) "public holiday" means any day which is a public holiday in terms of the Public Holidays Act, Act 5 of 1952, as amended; (11)

(15) "remuneration" means any payment in money and/or in kind made or owing to any person, which arises in any manner whatsoever out of his employment; (1)

(16) "responsible official" means an employee who is responsible for the execution of policy, supervision over other employees and directing the activities to be carried out by the employees reporting to him; (13)

(17) "salary" means that part of an employee's remuneration paid to him, or to which he is entitled in respect of his ordinary working hours; (14)

(18) "week" die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (22)

(19) "werkdag" enige dag, uitgesonderd 'n Sondag of 'n openbare vakansiedag; (23)

(20) "werkdagbestek", ten opsigte van alle werknemers, die tydperk in 'n dag bereken vanaf die tyd wat sodanige werknemer begin werk totdat hy ophou werk vir daardie dag, en vir die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd wat die werk 'n aanvang geneem het; (21)

(21) "werkgever" iemand in die Bouverenigingonderneming wat iemand in diens het of aan hom werk verskaf en wat daardie persoon besoldig, of uitdruklik of stilswyend onderneem om hom te besoldig of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf; (9)

(22) "werknemer" iemand wat in diens is by of werk verrig vir 'n werkgever en besoldiging ontvang of daarop geregtig is en wat onder die aanwysing en toesig van 'n werkgever werk, en iemand anders wat op watter wyse ookal help om die besigheid van 'n werkgever voort te sit of te dryf, en "in diens" en "diens" het ooreenstemmende betekenis; (8)

(23) "Wet" die Wet op Arbeidsverhoudinge, 1956. (1)

#### 4. BETALING VAN VERDIENSTE

(1) Wanneer 'n werknemer se diens eindig, moet die besoldiging aan hom verskuldig deur die werkgever betaal word voor of op die werkdag wat volg op daardie een waarop sy diens aldus eindig.

(2) Elke werknemer moet 'n skriftelike staat gegee word wat sy totale besoldiging aantoon, met inbegrip van en sonder om die algemeenheid van die voorgaande salaris te beperk, oortydbetaling, toelae en aftrekkings, namate besoldiging aan hom betaal word.

(3) Behoudens aftrekkings wat die werkgever regtens moet doen en behoudens subklousule (4), moet salarisse en lone ten volle betaal word en wel voor of op die laaste werkdag van die tydperk waarvoor dit verskuldig is en ook nie minder dikwels nie as een maal per maand.

(4) Op die skriftelike versoek van 'n werknemer kan die werkgever die volgende bedrae van sy salaris of loon aftrek:

- Ledegeld van die vakvereniging wat die werkgever elke maand voor of op die 21 ste dag van die maand wat onmiddellik volg op die maand waarin die aftrekkings gedoen is of gedoen moet word, aan die sekretaris van die vakvereniging moet stuur;
- bydraes tot voorsorgfondse, mediese hulpfondse, groeplewens-versekeringskemas, pensioenfondse, besparingskemas, groepsver-sekeringskemas, permanente gesondheidsversekeringskemas en lewensversekeringpremies soos deur die werkgever goedgekeur.

#### 5. DISSIPLINÊRE, GRIEWE- EN BESNOEIINGSKODES EN -PROSEDURES

(1) Elke werkgever in die Bouverenigingonderneming moet 'n dissi-plinêre, griewe- en besnoeiingskode en -prosedure hê.

(2) Die werkgever moet kopieë van sodanige kode en prosedure, met inbegrip van wysigings, by die Raad en die vakvereniging indien.

#### 6. KENNISGEWING VAN BEÏNDIGING VAN KONTRAK

(1) 'n Werknemer of sy werkgever, na gelang van die geval, wat die dienskontrak van sodanige werknemer wil beëindig, moet soos volg kennis gee:

- In die geval van 'n los werknemer, 24 uur;
- in die geval van alle ander werknemers, 24 uur gedurende die eerste drie maande van sodanige werknemer se diens en daarna een maand:

Met dien verstande dit nie die reg van 'n werknemer of sy werkgever om die dienskontrak van sodanige werknemer om die volgende redes te beëindig, raak nie:

- Sonder kennisgewing om 'n regsgeldige rede;
- by wyse van skriftelike ooreenkoms;
- ingevoelge 'n skriftelike ooreenkoms wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir die beide partye en wat langer is as dié in paragrawe (a) en (b) voorgeskryf.

(2) (a) Ondanks subklousule (1), kan 'n werkgever of 'n werknemer die dienskontrak beëindig sonder om kennis soos voorgeskryf te gee aan die party wat daarop geregtig is om sodanige kennis te ontvang: Met dien verstande dat hy aan die werkgever of die werknemer, na gelang van die geval, 'n bedrag betaal van minstens die salaris waarop die werknemer geregtig sou gewees het gedurende die vereiste kennisgewingstermyn inge-volge subklousule (1).

(b) As die dienskontrak sonder kennisgewing deur 'n skriftelike ooreen-koms of deur die werkgever om 'n regsgeldige rede beëindig word, moet die werkgever die werknemer die besoldiging betaal wat aan hom verskul-dig is, bereken tot en met die datum van beëindiging.

(3) Tensy die werkgever en die werknemer andersins ooreenkom en behalwe waar 24 uur kennis voorgeskryf word, moet die kennisgewing in subklousule (1) bedoel, so gegee word dat dit 'n aanvang neem op die eerste dag van die maand wat volg op die maand van die datum van werklike kennisgewing.

(18) "Secretary" means the Secretary of the Council and includes any official/body nominated by the Council to act as Secretary for the Council; (15)

(19) "security guard" means an employee charged with the supervi-sion or control of a guard or the control of or reporting on the vmove-ment of persons or vehicles through a checkpoint or who may in the course of his employment be required to act as a guard or to perform any other security duty, including but not limited to the guarding of property; (17)

(20) "shift worker" means an employee who works shifts in or in connection with an activity with respect to which work is performed in two or more shifts per day; (16)

(21) "spreadover", in relation to any employee, means the period in any day reckoned from the time when such employee first commences work until he ceases work for that day, and for the purposes of this definition, "day" means a period of 24 consecutive hours, reckoned from the time of the said commencement of work; (20)

(22) "week" means the period of seven days within which the work-ing week of that employee ordinarily falls; (18)

(23) "working day" means any day, other than any Sunday or any public holiday; (19)

#### 4. PAYMENT OF EARNINGS

(1) Where an employee's employment terminates, any remuneration due to him by the employer shall be paid to him not later than the working day following that on which his employment so terminates.

(2) Every employee shall be given a written statement of remuneration, showing his total remuneration, including, without limiting the generality of the foregoing salary, overtime payments, allowances and deductions, as and when any remuneration is paid to him.

(3) Save for deductions which the employer is legally required to make and save as provided in subclause (4), salaries and wages shall be paid in full not later than the last working day of the period for which payment was due, but not less frequently than once per month.

(4) At the written request of an employee, the employer may deduct the following from his salary or wages:

- Trade union subscriptions which shall be forwarded by the employer to the secretary of the trade union monthly not later than the 21 st day of the month immediately succeeding the month during which the deductions were made or were required to be made;
- contributions to provident funds, medical aid funds, group life assur-ance schemes, pension funds, saving schemes, group insurance scheme, permanent health insurance schemes and life insurance pre-miums as approved by the employer.

#### 5. DISCIPLINARY, GRIEVANCE AND RETRENCHMENT CODES AND PROCEDURES

(1) Every employer engaged in the Building Society Undertaking shall have a disciplinary, grievance and retrenchment code and procedure.

(2) The employer shall lodge copies of such code and procedure, includ-ing any amendments, with the Council and the trade union.

#### 6. NOTICE OF TERMINATION OF CONTRACT

(1) An employee or his employer, as the case may be, who desires to terminate the contract of employment of such employee shall give—

- in the case of a casual employee, 24 hours' notice;
- in the case of any other employee, 24 hours' notice during the first three months of such employee's employment and, thereafter, one month's notice:

Provided that this shall not affect the right of an employee or his employer to terminate the contract of employment of such employee—

- without notice for any cause recognised by law as sufficient;
- by agreement in writing;
- in terms of any written agreement which provides for a period of notice of equal duration for both parties and which is longer than that prescribed in paragraphs (a) and (b).

(2) (a) Notwithstanding the provisions of subclause (1), an employer or employee may terminate a contract of employment without giving notice to the party entitled to receive such notice, provided he pays to the employee or employer, as the case may be, an amount of not less than the salary to which the employee was entitled during the requisite period of notice in terms of subclause (1).

(b) If a contract of employment is terminated without notice by agreement in writing or by an employer for any cause recognised by law as sufficient, the employer shall pay the employee any remuneration due to him, calculated up to and including the date of termination.

(3) Unless otherwise agreed between employer and employee and except where 24 hours' notice is prescribed above, the notice referred to in sub-clause (1) shall be so given as to take effect from the first day of the month following the month of the date of actual notice.

(4) Kennisgewing ingevolge subklousule (1) word van krag as dit—

- (a) afgelewer word aan 'n verantwoordelike beampte van die werkgever, of aan die werknemer, na gelang van die geval, by die werknemer se werkplek; of
- (b) per geregistreerde pos gestuur word aan die besigheidsadres van die werkgever of die huisadres van die werknemer, na gelang van die geval, in welke geval sodanige kennisgewing geag word ontvang te gewees het op die derde dag na die dag waarop dit gepos is, tensy die teendeel bewys word.

(5) Tensy tussen die werkgever en die werknemer ooreengekom, mag kennis nie gegee word gedurende en mag 'n kennisgewingstermyn nie saamval nie met 'n werknemer se verlof ingevolge klousule 9, siektieverlof ingevolge klousule 11, kraamverlof ingevolge klousule 8 of terwyl die werknemer militêre diens doen nie.

(6) Kennis ingevolge subklousule (1) moet, behalwe in die geval van 'n ongeletterde werknemer, skriftelik gegee word.

(7) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die werkgever, as 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder dat hy die vereiste kennis gegee en die vereiste kennisgewingstermyn uitgedien het of sonder dat hy sy werkgever 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 werkgever 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 die werkgever te betaal het in plaas van die kennisgewing.

(8) Geen werkgever mag 'n werknemer se dienskontrak beëindig omdat sodanige werknemer—

- (a) swanger is nie: Met dien verstande dat die werknemer aan klousule 8 voldoen;
- (b) afwesig is van werk deur siekte nie: Met dien verstande dat 'n mediese sertifikaat vir die tydperk van afwesigheid deur die werknemer by sy terugkeer ingedien word waar sodanige tydperk van siekte langer as twee agtereenvolgende dae is.

## 7. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYDWERK

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

- (a) 'n bouwaaardeerder/-inspekteur;
- (b) 'n werknemer wat uitsluitlik of hoofsaaklik weg van sy werkgever se plek of plekke van besigheid werksaam is terwyl hy besigheid vir sy werkgever werf;
- (c) 'n nagwag;
- (d) 'n veiligheidswag;

Met dien verstande egter dat die gewone werkure van werknemers in paragrawe (c) en (d) hierbo bedoel hoogstens 60 in 'n bepaalde week moet wees, waarby etenspouses ingesluit is, en dit moet opgedeel word in ses 10-uurskifte of vyf 12-uurskifte gedurende sodanige week.

(2) (a) Die maksimum gewone werkure van—

- (i) werknemers wat eethuisgeriewe verskaf;
- (ii) timmermans, elektrisiëns, pleistersaars, messelaars en verwers wat onderhoudswerk verrig; en
- (iii) kantooropsigters, bodes, skoonmakers, ruskameropsigters, masjienopsigters, arbeiders, magasynopsigters, ketelkameropsigters, drywers, faktotums en deurwagters;

mag hoogstens 42½ uur per week wees.

(b) Die maksimum gewone werkure van 'n werknemer, uitgesonderd 'n skofwerker, wat elektroniese dataverwerking of werk aanvullend daarby verrig, is 39 uur in 'n week of 156 uur in vier agtereenvolgende weke.

(c) Die maksimum gewone werkure van alle werknemers, uitgesonderd dié in paragrawe (a) en (b) bedoel, is 39 uur in 'n week of altesaam 156 uur in vier agtereenvolgende weke: Met dien verstande dat hoogstens vier ure op 'n Saterdag of agt ure op elke ander werkdae gewerk mag word.

(d) Die maksimum gewone werkure van 'n skofwerker is 44 uur in 'n week of altesaam 176 uur in vier agtereenvolgende weke, met inbegrip van die etenspouse.

(3) Geen werkgever mag van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur waarin geen werk verrig mag word nie, en sodanige pouse word behalwe in die geval van 'n skofwerker, nie geag deel van die gewone werkure of oortydwerk uit te maak nie: Met dien verstande egter dat, indien daartoe ooreengekom word, sodanige etenspouse tot minstens 'n halfuur ingekort kan word.

(4) Behoudens subklousule (3), moet alle werkure agtereenvolgend wees.

(5) Alle tyd wat daar langer as die gewone werkure gewerk word, word geag oortyd te wees: Met dien verstande egter dat as die oortyd hoogstens 30 minute op 'n dag is en indien dit onmiddellik na die gewone ure op daardie dag gewerk word, dit vir besoldigingsdoeleindes ingevolge subklousule (6) nie as oortyd geld nie.

(4) A notice in terms of subclause (1) shall be effective if—

- (a) delivered to a responsible official of the employer, or to the employee, as the case may be at the employee's place of employment; or
- (b) sent by registered post to the business address of the employer or home address of the employee, as the case may be, in which case such notice shall, unless the contrary is proved, be deemed to have been received on the third day after the day of posting.

(5) Unless otherwise agreed between the employer and the employee, notice shall not be given during, and a period of notice shall not run concurrently with, and employee's absence on leave granted in terms of clause 9, sick leave granted in terms of clause 11, maternity leave granted in terms of clause 8, or while he is doing military service.

(6) Notice in terms of subclause (1) shall, except when given by an illiterate employee, be given in writing.

(7) Notwithstanding anything to the contrary contained in this Agreement, if 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 purposes of clause 5 (2) (a), be deemed to have paid the employer in lieu of notice.

(8) No employer shall terminate an employee's contract of employment by reason of such employee—

- (a) being pregnant: Provided that the employee complies with the provisions of clause 8;
- (b) being absent from work through illness: Provided that a medical certificate for the period of absence is submitted by the employee to the employer on his return to work where such period of illness exceeds two consecutive days.

## 7. WORKING HOURS, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

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

- (a) a building valuer/inspector;
- (b) an employee who is wholly or mainly engaged away from his employer's place or places of business whilst canvassing for business for his employer;
- (c) a night watchman;
- (d) a security guard;

Provided, however, that the ordinary working hours of employees referred to in paragraphs (c) and (d) above, shall not exceed 60 hours in any week, including any meal intervals, and shall be divided into six 10-hour shifts or five 12-hour shifts during such week.

(2) (a) The maximum ordinary working hours 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 attendance, drivers, handymen and commissionaires;

shall not exceed 42½ hours in any week.

(b) The maximum ordinary working hours of an employee, other than a shift worker, who is engaged on electronic data processing work or work ancillary thereto shall be 39 hours in any week or a total of 156 hours in any four consecutive weeks.

(c) The maximum ordinary working hours of all employees, other than those referred to in paragraphs (a) and (b), shall be 39 hours in any week or a total of 156 hours in any four consecutive weeks: Provided that no more than four hours shall be worked on any Saturday or eight hours on any other working day.

(d) The maximum ordinary working hours of any shift worker shall be 44 hours in any week or a total of 176 hours in any four consecutive weeks, inclusive of a meal interval.

(3) No employer shall require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which no work shall be performed, and such interval shall, other than in the case of a shift worker, be deemed not to be part of the ordinary working hours or overtime: Provided, however, that if so agreed, such a meal interval may be shortened to not less than half an hour.

(4) Save as provided in subclause (3), all hours of work shall be consecutive.

(5) Any time worked in excess of ordinary working hours shall be deemed to be overtime: Provided, however, that if the overtime does not exceed 30 minutes on any day, and is worked immediately after ordinary working hours, it shall not be regarded as overtime for the purposes of payment in terms of subclause (6).

(6) (a) Behoudens paragrawe (b), (c) en (d) van hierdie subklousule en behoudens subklousule (5), moet 'n werknemer soos volg betaal word:

- (i) Op enige tyd behalwe 'n Saterdagmiddag, 'n Sondag of 'n openbare vakansiedag, teen 'n uurlikse tarief gelyk aan (1/125ste) van sy basiese maandelikse salaris;
- (ii) op 'n Saterdagmiddag na die gewone werkure, teen 'n uurlikse tarief gelyk aan 1/85ste van sy basiese maandelikse salaris;
- (iii) op 'n Sondag of 'n openbare vakansiedag, teen 'n uurlikse tarief gelyk aan 4/85stes van sy basiese maandelikse salaris as die oortyd hoogstens vier ure is, en, as die oortyd meer as vier ure is 8/85stes van sy basiese maandelikse salaris, vir die totale tydperk van oortyd gewerk: Met dien verstande egter dat, indien die oortyd meer as agt ure is, hy 1/85ste van sy maandelikse salaris betaal moet word vir elke uur wat hy gewerk het.

(b) Betaling vir oortyd moet gemaak word slegs indien sodanige oortyd op die uitdruklike versoek van 'n verantwoordelike beaampte gewerk is.

(c) 'n Werknemer wie se basiese salaris meer is as R21 600 per jaar moet nie vir oortydwerk besoldig word nie, uitgesonderd oortydwerk wat op 'n Sondag of 'n openbare vakansiedag verrig word: Met dien verstande dat sodanige oortydwerk uitdruklik gemagtig word deur 'n werknemer wat deur die werkgever gemagtig is om oortydwerk goed te keur.

(d) 'n Werkgever is nie verplig om vir oortydwerk te betaal aan enige werknemer wat gemagtig is om oortyd goed te keur nie.

(7) 'n Werkgever mag nie vereis of toelaat dat—

- (a) 'n werknemer 'n werkdagbestek van langer as 12 uur werk nie;
- (b) 'n werknemer meer oortyd werk nie as—

- (i) 150 uur in 'n jaar;
- (ii) 10 uur in 'n week;
- (iii) 4 uur op 'n dag;

(c) 'n werknemer op 'n Sondag of 'n openbare vakansiedag werk nie: Met dien verstande dat—

- (i) niks hierin vervat 'n werknemer mag verhinder om by wedyersydse ooreenkoms tussen dié werknemer en sy werkgever op 'n openbare vakansiedag of 'n Sondag te werk nie; en
- (ii) subklousule (7) (c) 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 die voorgaande, 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 reken-outomatprogramme en/of elektroniese dataverwerkingsuitrusting.

(8) (a) 'n Werknemer van wie daar vereis word om ná 18h00 op 'n dag te werk, moet volgens die keuse van die werkgever of gratis van 'n maaltyd ter waarde van R6 voorsien of R6 in plaas daarvan betaal word, mits sodanige werk as oortydwerk kwalifiseer.

(b) 'n Werknemer van wie vereis word om ná donker te werk, kan versoek dat die werkgever vervoer verskaf om hom op koste van die werkgever na sy tuiste te vervoer, en die werkgever is verplig om aan daardie versoek te voldoen.

(9) 'n Werknemer van wie daar vereis word om op 'n Sondag of 'n openbare vakansiedag langer as vyf ure te werk, moet volgens die keuse van die werkgever of gratis van 'n maaltyd ter waarde van R6 voorsien of R6 in plaas daarvan betaal word.

(10) (a) 'n Werkgever kan van 'n werknemer vereis om op "bystand" te wees: Met dien verstande dat sodanige werknemer op minstens een week skriftelike kennis met die strekking geregtig is.

(b) Wanneer daar van 'n werknemer vereis word om op "bystand" te wees ingevolge paragraaf (a) hierbo, moet daar aan hom 'n bystandstoelae betaal word ten opsigte van elke dag waarop daar van hom vereis word om op "bystand" te wees. Sodanige toelae is R16 op 'n Saterdag, R25 op 'n Sondag of 'n openbare vakansiedag en R8 op alle ander dae: Met dien verstande dat wanneer daar van 'n werknemer wat op bystand is vereis word om te werk, hy die bystandstoelae waarop hy geregtig is of die bedrag aan oortyd wat aan hom verskuldig is, naamlik die grootste van die twee, maar nie albei nie, betaal moet word.

(c) 'n Werknemer van wie vereis word om op "bystand" te wees, moet homself vir diens aanmeld binne een uur nadat hy uitgeroep is en indien hy nalaat om aldus aan te meld, verbeur hy die bystandstoelae vir daardie dag en kan daar dissiplinêre stappe teen hom gedoen word.

(11) (a) 'n Werkgever kan 'n werknemer uitroep om buite die gewone werkure te werk op enige dag van die week: Met dien verstande dat 'n roepstoelae van R6 by elke sodanige geleentheid betaal word en dat sodanige werknemer nie op "bystand" is nie.

(b) 'n Werknemer wat uitgeroep word ingevolge paragraaf (a), moet hom vir diens aanmeld binne een uur nadat hy uitgeroep word en indien hy nalaat om homself aldus aan te meld, word die roepstoelae verbeur en kan dissiplinêre stappe teen hom gedoen word.

(c) Wanneer 'n werknemer uitgeroep word, is die uitroepstoelae bykomend by enige besoldiging betaalbaar ingevolge hierdie Ooreenkoms vir sodanige werk.

(6) (a) Subject to the provisions of paragraphs (b), (c) and of this sub and the provisions of subclause (5), any employee shall be paid—

- (i) at any time other than on a Saturday afternoon, a Sunday or a public holiday, at a rate per hour equal to 1/125th of his basic monthly salary;
- (ii) on a Saturday afternoon after normal working hours, at a rate per hour equal to 1/85th of his basic monthly salary;
- (iii) on a Sunday or public holiday, at a rate per hour equal to 4/85ths of his basic monthly salary if the overtime is four hours or less, and 8/85ths of his basic monthly salary, for the total period of overtime worked, if the overtime exceeds four hours: Provided, however, that if the overtime exceeds eight hours, he shall be paid 1/85th of his monthly salary for each hour worked.

(b) Payment for overtime shall only be made if such overtime was worked at the specific request of a responsible official.

(c) An employee whose basic salary exceeds the amount of R21 600 per annum shall not be paid for any overtime, other than overtime worked on a Sunday or public holiday: Provided that such overtime shall be specifically authorised by an employee who has been authorised by the employer to sanction overtime.

(d) An employer shall not be obliged to pay for any overtime worked by an employee who is authorised to sanction overtime.

(7) No employer shall require or permit—

- (a) an employee to work for a spreadover of more than 12 hours;
- (b) an employee to work overtime exceeding—

- (i) 150 hours in any year;
- (ii) 10 hours in any week;
- (iii) four hours on any day;

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

Provided that—

- (i) nothing herein contained shall preclude any employee from working on a public holiday or Sunday if so agreed between such employee and his employer; and
- (ii) the provisions of subclause (7) (c) shall not apply to 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 limiting the generality of the foregoing, 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 on any day shall, at the option of the employer, either be supplied with a meal to the value of R6 or be paid R6 in lieu thereof: Provided such work qualifies as overtime.

(b) An employee required to work after dark may request, and his employer shall be obliged at his own expense to provide transport to take such employee home.

(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 fee meal to the value of R6 or be paid R6 in lieu thereof.

(10) (a) An employer may require an employee to be on "stand-by": Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to be on "stand-by" in terms of paragraph (a) above, he shall be paid a stand-by allowance in respect of each day on which he is required to be on stand-by, such allowance to be R16 on a Saturday, R25 on a Sunday or any public holiday and R8 on any other day: Provided that whenever he is required to work whilst on stand-by, the employee shall be paid whatever is the greater of the stand-by allowance to which he is entitled, or the amount due for the overtime he is required to work, but not both.

(c) An employee who is required to be on "stand-by" shall present himself for duty within one hour of being called, and if he fails so to present himself, the stand-by allowance for that day shall be forfeited and disciplinary action may be taken against the employee.

(11) (a) An employer may call out an employee to work outside of normal working hours on any day of the week: Provided a call-out allowance of R6 is paid on each such occasion and such employee is not on "stand-by".

(b) An employee who is called out in terms of paragraph (a) shall present himself for duty within one hour of being called out, and if he fails so to present himself, the call-out allowance shall be forfeited and disciplinary action may be taken against the employee.

(c) Whenever an employee is called out, the call-out allowance shall be in addition to any remuneration payable in terms of this Agreement for such work.

(12) *Skofwerk*.—Die bepalings van die Wet op Basiese Diensvoorwaardes, Wet 3 van 1983, met betrekking tot errorsers is *mutatis mutandis* van toepassing op errorsers wat deur hierdie Ooreenkoms gedek word.

### 8. KRAAMVERLOF

'n Werknemer wat swanger is, is geregtig op vier maande kraamverlof sonder betaling. Sodanige verlof moet begin minstens een kalendermaand voor die verwagte datum van die bevrugting. Met dien verstande dat—

- (i) sodanige werknemer drie jaar diens by die werkgever voltooi het voor die aanvang van die kraamverlof;
- (ii) sodanige werknemer nie geregtig is op 'n daaropvolgende tydperk van kraamverlof alvorens twee jaar verloop het nie bereken vanaf die dag waarop die werknemer na die vorige tydperk van kraamverlof werk hervat het;
- (iii) die werkgever gedurende sodanige tydperk van kraamverlof alle bydraes tot 'n pensiofonds, mediese fonds, versekerings of voorsorgfonds ten volle moet betaal waarvan hy alles of 'n gedeelte sou moes betaal het indien die werknemer in gewone diens gestaan het. Met dien verstande egter dat die werkgever die gedeelte van sodanige bydrae wat die werknemer sou bygedra het as dit nie was vir genoemde tydperk van verlof nie, van sodanige werknemer se salaris kan aftrek;
- (iv) die werknemer voortgaan om die pligte waarvoor sy in diens geneem is behoorlik te verrig tot die aanvang van haar kraamverlof;
- (v) die werknemer die werkgever minstens vier maande kennis gee van die datum waarop sy verwag om met kraamverlof te gaan;
- (vi) die werknemer op die vasgestelde datum haar werk hervat, by gebreke waarvan sodanige werknemer se dienste onmiddellik beëindig kan word.

### 9. JAARLIKSE VERLOF

(1) 'n Werknemer, uitgesonderd 'n los werknemer, is geregtig op en sy werkgever moet aan hom verlof met volle besoldiging toestaan vir elke voltooide jaar ononderbroke diens by die werkgever op die volgende grondslag:

- (a) Indien sodanige werknemer maandeliks betaal word en nie iemand is wat in klousule 7 (1) (c) en (d) of 7 (2) (a) bedoel word nie, minstens 21 werkdade per jaar tot en met inbegrip van sy derde voltooide jaar ononderbroke diens en daarna 28 werkdade per jaar;
- (b) indien sodanige werknemer iemand is wat in klousule 7 (1) (c) en (d) en 7 (2) (a) bedoel word, 18 werkdade per jaar tot en met inbegrip van sy derde voltooide jaar ononderbroke diens en daarna 21 werkdade per jaar;
- (c) alle ander werknemers as dié in paragrawe (a) en (b) bedoel 18 werkdade per jaar.

(2) 'n Werkgever kan na goedgekeurde 'n werknemer, uitgesonderd 'n werknemer wat op slegs 18 werkdade verlof per jaar geregtig is, toelaat om sodanige gedeelte van sy jaarlikse verlof as wat die werkgever goedkeur, behoudens die volgende maksimum te laat ooploop:

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

(3) (a) Die verlof waarop 'n werknemer kragtens subklousule (1) geregtig is, word verskuldig op die verjaarsdag van die datum van diensaanvaarding en moet geneem word op 'n tydperk wat vir die werkgever geleë is binne 'n tydperk van ses maande na voltooiing van die jaar diens waarop dit betrekking het. Met dien verstande dat as die werknemer vóór verstryking van genoemde tydperk van 6 maande dit skriftelik versoek, die werkgever die verlof kan toestaan sodat dit geneem word binne 'n tydperk van 12 maande ná voltooiing van die jaar diens waarop dit betrekking het.

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

(c) Tensy andersins ooreengekom, mag die werkgever nie van die werknemer vereis om verlof waarop hy geregtig is te neem gelyktydig met 'n tydperk waartydens sodanige werknemer militêre diens verrig nie.

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

- (a) ooreenkomstig subklousule (1) met verlof is;
- (b) militêre diens verrig vir 'n tydperk of tydperke van hoogstens vier maande in 'n bepaalde jaar;
- (c) op las of op versoek van die werkgever van sy werk afwesig is; of
- (d) van sy werk afwesig is met siekteverlof toegestaan ooreenkomstig klousule 11 van hierdie Ooreenkoms.

(5) By beëindiging van 'n werknemer se diens moet sy werkgever hom, behoudens subklousule (6) 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 subklousules (2) en (3) maar wat die werknemer nie voor die beëindiging van sy diens geneem het nie; en

(12) *Shift work*.—The provisions of the Basic Conditions of Employment Act, Act 3 of 1983, relating to shift workers shall apply *mutatis mutandis* to shift workers covered by this Agreement.

### 8. MATERNITY LEAVE

Any employee who is pregnant shall be entitled to four month's unpaid maternity leave, such leave to commence at least one calendar month before her estimated date of confinement: Provided that—

- (i) such employee has completed three years' service with the employer prior to the commencement of the maternity leave;
- (ii) such employee shall not be entitled to a subsequent term of maternity leave until two years have lapsed, calculated from the day the employee resumed work following the previous term of maternity leave;
- (iii) the employer shall be obliged to pay during such period of maternity leave on behalf of such employee any contributions in full to any pension fund, medical fund, insurance or provident fund, part or all of which the employer would have contributed had the employee been in normal employment: Provided, however, that the employer shall deduct from such employee's salary before such period of maternity leave, any part of such contributions which the employee would have contributed but for the said period of leave;
- (iv) the employee continues to effectively perform the duties for which she was employed until the commencement of her maternity leave;
- (v) the employee gives the employer at least four months' notice of the date on which she expects to commence maternity leave;
- (vi) the employee returns to work on the stipulated date, failing which such employee's services may be terminated with immediate effect.

### 9. ANNUAL LEAVE

(1) Any employee, except a casual employee, shall be entitled to and his employer shall grant him leave on full pay in respect of each completed year of continuous service by the employee with his employer on the following basis:

- (a) If such employee is paid monthly and is not an employee referred to in clause 7 (1) (c) and (d) or 7 (2) (a) above, not less than 21 working days per annum, up to and including his third completed year of continuous service, and thereafter, 28 working days per annum;
- (b) if such employee is referred to in clause 7 (1) (c) and (d) and 7 (2) (a) above, 18 working days per annum, up to and including his third completed year of continuous service, and thereafter, 21 working days per annum;
- (c) any employee, other than those referred to in paragraphs (a) and (b), 18 working days per annum.

(2) An employer may, in his discretion, permit any employee, other than an employee who is entitled to only 18 working days' leave per annum, to accumulate such part of his annual leave as the employer may approve, subject to the following maximum:

- (a) Employees entitled to 21 working days per annum, 8 working days per annum; and
- (b) employees entitled to 28 working days per annum, 10 working days per annum.

(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 and 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 written request of the employee, before the expiration of the said period of six months, the employer may permit the leave to be taken within a period of 12 months after the completion of the year of employment to which such leave relates.

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

(c) The employer shall not require the employee to take any leave to which he is entitled concurrently with any period during which such employee does military service, unless agreed otherwise.

(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) does military service for a period or periods not exceeding 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 11 of this Agreement.

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

- (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 subclauses (2) and (3) but not taken prior to the date of termination of his employment; and

## (b) 'n bedrag gelyk aan—

- (i)  $\frac{1}{17}$ de van sy maandelikse salaris indien hy geregtig is op minder as 21 werkdag verloop per jaar; of
- (ii)  $\frac{1}{14}$ de van sy maandelikse salaris indien hy geregtig is op minder as 28 werkdag verloop per jaar; of
- (iii)  $\frac{1}{11}$ de van sy maandelikse salaris indien hy geregtig is op minstens 28 werkdag verloop per jaar;

vir elke voltooide maand diens na—

- (aa) die datum waarop hy laas op sy jaarlikse verloop geregtig geword het; of
- (ab) die datum waarop hy diens aanvaar het indien hy minder as 12 maande in diens was.

(6) 'n Werkgever kan van enige bedrag betaalbaar ingevolge subklousule (5) 'n bedrag gelykstaande met  $\frac{1}{25}$ ste van die werknemer se maandelikse salaris aftrek vir elke dag waarop hy geleentheidsverloop met volle besoldiging op sy skriftelike versoek toegestaan is.

### 10. OPENBARE VAKANSIEDAE

'n Werknemer, uitgesonderd 'n werknemer van wie vereis word om sekuriteitswerk of elektroniese bankwerk of aanverwante werk te verrig, is geregtig op verloop met besoldiging op alle openbare vakansiedae en sy werkgever moet dit aan hom toestaan.

### 11. SIEKTEVERLOF

(1) 'n Werknemer is geregtig op en sy werkgever moet, as hy weens ongeskiktheid van sy werk afwesig is, altesaam minstens 36 werkdag siekteverloop gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom toestaan en die eerste dag van sodanige tydperk moet begin op die eerste dag van sodanige werknemer se diens by die werkgever, en die werkgever moet sodanige werknemer ten opsigte van die tydperk van afwesigheid ooreenkomstig 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 siekteverloop met volle besoldiging van hoogstens een werkdag ten opsigte van elke voltooide maand diens;
- (ii) 'n werkgever, 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 lê wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat wanneer 'n werknemer gedurende 'n tydperk van hoogstens agt weke besoldiging ooreenkomstig hierdie subklousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid 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 werkgever 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 ongeskiktheid onder die omstandighede in hierdie subklousule gemeld, besoldiging sal ontvang wat altesaam minstens die ekwivalent is van sy salaris vir 36 werkdag in elke tydperk van 36 maande diens;
- (iv) waar daar regtens van 'n werkgever vereis word om gelde vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal ten opsigte van enige ongeskiktheid, die bedrae aldus betaal, afgetrek kan word van die besoldiging wat ingevolge hierdie subklousule verskuldig is ten opsigte van afwesigheid met siekteverloop weens sodanige ongeskiktheid;
- (v) hierdie subklousule nie van toepassing is nie ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar by 'n ander wet van die werkgever 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 waartydens 'n werknemer—
  - (i) militêre diens verrig: Met dien verstande dat sodanige tydperk of tydperke nie meer is nie as vier maande in 'n bepaalde jaar;
  - (ii) met verloop is ooreenkomstig klousule 9 (1) of van sy werk afwesig is op las of versoek van die werkgever of met siekteverloop ooreenkomstig subklousule (1) is, met dien verstande dat enige tydperk of tydperke van sodanige verloop altesaam hoogstens 10 weke in 'n enkele jaar beloop;
- (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 Ongevalwet, 1941, betaalbaar is, as ongeskiktheid geag word slegs vir die tydperk waarvoor geen bedrag ten opsigte van ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

## (b) an amount equal to—

- (i)  $\frac{1}{17}$ th of his monthly salary if he is entitled to less than 21 working days' leave per annum; or
- (ii)  $\frac{1}{14}$ th of his monthly salary if he is entitled to less than 28 working days' leave per annum; or
- (iii)  $\frac{1}{11}$ th of his monthly salary if he is entitled to not less than 28 working days' leave per annum;

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.

(6) An employer may deduct from any amount payable in terms of subclause (5) an amount equal to  $\frac{1}{25}$ th of the employee's monthly salary for each day on which he was granted occasional leave on full pay at his written request.

### 10. PUBLIC HOLIDAYS

An employee excluding an employee who is required to carry out security work or electronic banking or work ancillary thereto shall be entitled to, and his employer shall grant him, paid leave on all public holidays.

### 11. SICK LEAVE

(1) An employer shall be entitled to and his employer shall grant to him if he is absent from work through incapacity not less than 36 working days' sick leave in the aggregate during each period of 36 consecutive months of employment, the first such period to commence on the first day of such employee's service with the employer, and shall pay 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) during 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 the employee an amount of not less than his salary.

#### (2) For the purpose of this clause—

- (a) "employment" includes any period or periods during which an employee—
  - (i) does military service: Provided that any period or periods of such service does not exceed four months in any one year;
  - (ii) is on leave in terms of clause 9 (1) or absent from work on the instructions or at the request of the employer or on sick leave in terms of subclause (1) above: Provided that any period or periods of such leave does 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.

**12. 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 wesenlik 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 swaakheid 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 vrystelling verleen word en die tydperk waartydens sodanige vrystelling 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 geding is nie;
- (ii) die Raad die vrystelling ná 'n maand kennisgewing aan die betrokke werknemer kan intrek.

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

- (a) Die volle name van die werkgewer en van die werknemer(s) ten opsigte van wie die vrystelling verleen word: Met dien verstande dat die name van die werknemers nie gemeld hoef te word nie indien die errorsertifikaat aan die werkgewer 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 errorsertifikaat wat uitgereik word;
  - (b) waar die errorsertifikaat aan 'n werkgewer toegestaan word ten opsigte van al sy werknemers of 'n klas van sy werknemers, 'n ekstra kopie van die sertifikaat aan die betrokke werkgewer 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 errorsertifikaat aan 'n werkgewer toegestaan word slegs ten opsigte van 'n individuele werknemer, 'n kopie van die sertifikaat aan die betrokke werknemer stuur;
  - (d) waar die errorsertifikaat aan 'n werknemer toegestaan word, 'n kopie van die sertifikaat aan die betrokke werkgewer en werknemer stuur.

**13. ULTRA VIRES BEPALINGS IN OOREENKOMS**

Indien 'n bepaling van hierdie Ooreenkoms ongeldig sou wees of *ultra vires* die magte van die partye hierby of van die Minister, of voor of na publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet, raak dit op geen manier die res van hierdie Ooreenkoms nie, wat in daardie geval die Ooreenkoms uitmaak.

**14. AANSTELLINGSBRIEF**

(1) 'n Werkgewer moet elke nuwe werknemer van 'n aanstellingsbrief voorsien waarop die volgende aangedui word:

Die werknemer se volle naam, datum van diensaanvaarding, aanvanklike posbenaming, basiese salaris en gewone werkure.

(2) 'n Afskrif van sodanige brief, geteken deur die werknemer, moet deur die werkgewer teruggehou word en moet te alle redelike tye vir inspeksie deur die werknemer beskikbaar wees.

**15. FONDSE VAN DIE RAAD**

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

**12. 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 interest 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 subclause;
- (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 of exemption 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.

**13. ULTRA VIRES PROVISIONS IN AGREEMENT**

Should any provision of this Agreement be inoperative or *ultra vires* the powers of the parties hereto or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of this Agreement, which shall in that event constitute the Agreement.

**14. LETTER OF APPOINTMENT**

(1) An employer shall provide each new employee with a letter of appointment showing the following:

The employee's full name, date of commencement of service, initial job title, basic salary and normal hours of work.

(2) A copy of such letter signed by the employee shall be retained by the employer and be available for inspection by the employee at all reasonable times.

**15. 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) below, which funds shall be under the control and administration of this Council.

(2) Elke werkgever moet 'n bedrag van hoogstens R4 per jaar, soos van tyd tot tyd deur die Raad bepaal, tot die fondse van die Raad bydra vir elke werknemer wat by hom in diens is en sodanige werkgever mag hoogstens die helfte van sodanige bydrae aftrek van die salaris wat aan die werknemer betaalbaar is. Elke werkgever moet voor of op 31 Januarie elke jaar 'n jaarlikse opgawe en betaling van die verskuldigde bydraes aan die Sekretaris van die Raad stuur. Die opgawe moet in die vorm wees van 'n sertifikaat wat deur die werkgever geteken is en waarin die getal aangegee word van sy werknemers op die laaste dag van die onmiddellike voorafgaande Desember.

#### 16. 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 werkgevers wat lede van die werkgeversorganisasie is en die plig van werknemers wat lede van die vakvereniging is om sodanige agente toe te laat om dié navrae te doen en dié dokumente te ondersoek en dié werknemers te ondervra wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

#### 17. ADMINISTRASIE

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan beslissings gee wat nie met hierdie Ooreenkoms of met 'n regsvertolking vir die leiding van die werkgevers en die werknemers daarvan onbestaanbaar is nie.

(2) Die Raad kan van tyd tot tyd vorms voorskryf wat deur die werkgever en die werknemers ingevul moet word, ten einde die nakoming van eenige van die bepalings van hierdie Ooreenkoms te vergemaklik.

(3) (a) 'n Werkgever en 'n werknemer kan na die Raad appelleer teen 'n beslissing van 'n komitee wat deur die Raad aangestel is.

(b) 'n Appèl ooreenkomstig paragraaf (a) moet skriftelik wees en moet by die Sekretaris ingedien word binne 14 dae vanaf die datum waarop die beslissing waarteen geappelleer word aan die betrokke werkgever of die werknemer bekend geword het of binne sodanige verdere tydperk as wat die Raad toelaat. Met dien verstande dat 'n werkgever of 'n werknemer vir wie dit onmoontlik is om homself maklik op skrif uit te druk, sy appèl deur die Sekretaris op skrif kan laat stel.

(c) Die beslissing van die Raad is finaal en bindend vir die werkgever of die werknemer en die Raad hoef nie redes vir 'n beslissing te gee nie.

#### 18. DIENSSERTIFIKAAT

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

#### 19. VERTEENWOORDIGERS VAN DIE WERKNEMERS IN DIE RAAD

Werkgevers moet hul werknemers wat verteenwoordigers van die vakvereniging is, toelaat om vergaderings van die Raad by te woon, indien sodanige vergaderings op tye gehou word wanneer daar normaalweg ver wag sou word dat sodanige werknemers werk.

#### 20. BESKIKBAARHEID VAN OOREENKOMS

Elke werkgever moet te alle tye 'n afskrif van hierdie Ooreenkoms op sy perseel beskikbaar hou en moet op versoek van 'n werknemer dit aan daardie werknemer beskikbaar stel.

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

Namens die partye by die Nywerheidsraad vir die Bouvereniging onderneming op hede die 14de dag van Oktober 1985 in Durban onderteken.

**M. J. WEIR,**  
Voorsitter.

**M. MIA,**  
Ondervoorsitter.

**C. J. VAN VUUREN,**  
Sekretaris.

(2) Every employer shall contribute to the funds of the Council an amount not exceeding R4 per annum, to be decided by the Council from time to time, for each employee employed by him, and such employer may deduct not more than half 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 January each year, the return being in the form of a certificate signed by the employer giving the number of his employees on the last day of the December immediately preceding.

#### 16. 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 the 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.

#### 17. ADMINISTRATION

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

(2) The Council may, from time to time, prescribe any forms which may be required to be completed by employers and employees, in order to facilitate compliance with any of the provisions of this Agreement.

(3) (a) An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

(b) Any appeal pursuant to (a) must be made in writing and lodged with the Secretary within 14 days of the date on which the decision against which the appeal is brought became known to the employer or employee concerned, or within such further period as the Council may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary.

(c) The decision of the Council shall be final and binding on the employer or the employee, and the Council shall not be obliged to give any reason for any decision.

#### 18. 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 the 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.

#### 19. EMPLOYEES' REPRESENTATION ON THE COUNCIL

Employers shall allow their employees who are representatives of the trade union to attend meetings of the Council, should such meeting be held at times when such employees would ordinarily be required by the employer to work.

#### 20. AVAILABILITY OF AGREEMENT

Every employer shall at all times keep a copy of this Agreement available on his premises and shall upon request by an employee make it available to that employee.

The employers' organisation and the trade union 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 Durban, on behalf of the parties to the Industrial Council for the Building Society Undertaking, this 14th day of October 1985.

**M. J. WEIR,**  
Chairman.

**M. MIA,**  
Vice-Chairman.

**C. J. VAN VUUREN,**  
Secretary.

Help om ons land, Suid-Afrika, skoon te hou!  
Please keep our country, South Africa, clean!

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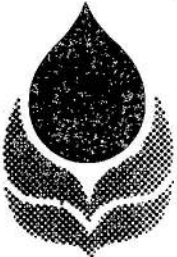
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**Werk mooi daarmee**

**Ons leef  daarvan**

***water is kosbaar***

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**Use it**

**Don't abuse  it**

***water is for everybody***

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