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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 476

15 March 1991

LABOUR RELATIONS ACT, 1956

BUILDING SOCIETY UNDERTAKING.—
AGREEMENT

I, Eli van der Merwe Louw, 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 1993, 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, 12, 13, 18 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, 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.

E. VAN DER M. LOUW,
Minister of Manpower.

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 476

15 Maart 1991

WET OP ARBEIDSVERHOUDINGE, 1956

BOUVERENIGINGONDERNEMING.—
OOREENKOMS

Ek, Eli van der Merwe Louw, 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 1993 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 die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 12, 13, 18 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 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 die genoemde Ooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Minister van Mannekrag.

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. 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 1993 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, as amended; (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 No. 82 of 1986, and in terms of the Mutual Building Societies Amendment Act, Act No. 81 of 1986; (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)

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.

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 tot 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 op sigself 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. GELDIGHEDSDUUR

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 1993 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; en voorts, 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 No. 82 van 1986, en ingevolge die Wysigingswet op Onderlinge Bouverenigings, Wet No. 81 van 1986; (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 besit of 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 dien 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)

(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 tacitly 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 No. 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 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 No. 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) "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 supervision or control of a guard or the control of or reporting on the movement 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 working 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.

(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 werkgever geëmplojeer word nie; (5)

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

(9) "militêre diens" opleiding of diens ingevolge die Verdelingswet, Wet No. 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 No. 5 van 1952, soos gewysig, 'n openbare vakansiedag is; (14)

(12) "Raad" die Nywerheidsraad vir die Bouvereniging-onderneming; (6)

(13) "verantwoordelike beamppte" '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 beamppte/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)

(18) "week" die tydperk van sewe dae waarin 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 Bouvereniging-onderneming 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 hoege-naamd 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 ook al help om die besigheid van 'n werkgever voort te sit of te dryf, en "in diens" en "diens" het ooreenstemmende betekenisse; (8)

(23) "Wet" die Wet op Arbeidsverhoudinge, 1956, soos gewysig; (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) 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;

(a) Trade union subscriptions which shall be forwarded by the employer to the secretary of the trade union monthly not later than the 21st day of the month immediately succeeding the month 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, saving schemes, group insurance scheme, permanent health insurance schemes and life insurance premiums 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) All such disciplinary and grievance procedures and any amendments thereto shall be negotiated and agreed to by the Building Society Officials' Association (BSOA) and the South African Building Societies Employers' Association.

Such agreements and any amendments thereto, shall be reduced to writing and adhered to by the parties concerned.

Disciplinary codes shall be lodged with the Council and the BSOA and be issued to all employees on date of employment.

Retrenchment procedures shall conform to the requirements as stipulated in the Labour Relations Act, 1956 (Act No. 28 of 1956), as amended.

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—

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

(b) 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—

(i) without notice for any cause recognised by law as sufficient;

(ii) by agreement in writing;

(iii) 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).

(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, toelaes en aftrekkings, namate besoldiging aan hom betaal word.

(3) Behoudens aftrekkings wat die werkgever regtens moet doen en behoudens subklousule (4), moet salaris 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:

(a) Ledegeld van die vakvereniging wat die werkgever elke maand voor of op die 21ste 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;

(b) bydraes tot voorsorgfondse, mediese hulpfondse, groeplewensversekeringskemas, pensioenfondse, besparingskemas, groepversekeringskemas, permanente gesondheidsversekeringskemas en lewensversekeringspremies soos deur die werkgever goedgekeur.

5. DISSIPLINÊRE, GRIEWE- EN BESNOEIINGSKODES EN -PROSEDURES

(1) Elke werkgever in die Bouverenigingsonderneming moet 'n dissiplinêre, griewe- en besnoeiingskode en -prosedure hê.

(2) Alle sodanige dissiplinêre en grieweprosedures en alle wysigings daarvan moet onderhandel en ooreengekom word deur die Building Society Officials' Association (BSOA) en die South African Building Societies Employers' Association.

Sodanige ooreenkomste en wysigings daarvan moet op skrif gestel word en die betrokke partye moet hulle daarby hou.

Dissiplinêre kodes moet by die Raad en die BSOA ingedien word en moet op die datum van indiensneming aan alle werknemers uitgereik word.

Besnoeiingsprosedures moet voldoen aan die vereistes soos neergelê in die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), soos gewysig.

6. KENNISGEWING VAN BEËINDIGING 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:

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

(b) 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:

(i) Sonder kennisgewing om 'n regsgeldige rede;

(ii) by wyse van skriftelike ooreenkomste;

(iii) ingevolge 'n skriftelike ooreenkomste wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir beide die 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 ingevolge subklousule (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 subclause (1) shall be so given as to take effect from the first day of any calendar month: Provided that such notice is submitted by no later than 12 noon on the first working day of any such month.

(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 an 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), 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: Provided further that, should any portion of the aforementioned shifts fall within any paid public holiday, the applicable overtime rate shall be paid for such portion of the shift.

(b) As die dienskontrak sonder kennisgewing deur 'n skriftelike ooreenkoms of deur die werkgever om 'n regsgeldige rede beëindig word, moet die werkgever die werknemer die besoldiging betaal wat aan hom verskuldig 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 enige kalendermaand: Met dien verstande dat sodanige kennisgewing voor of om 12 uur namiddag op die eerste werkdag van enige sodanige maand ingedien word.

(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 andersins ooreengekom, mag kennis nie gegee word gedurende en mag 'n kennisgewingstermyn nie saamval nie met 'n werknemer se verlof ingevolge klousule 9, siekteverlof 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 toeëin 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) 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 bouwaardeerder/-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 veiligheids wag;

Met dien verstande egter dat die gewone werkure van werknemers in paragrafe (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-uurskotte of vyf 12-uurskotte gedurende sodanige week; Voorts met dien verstande dat indien enige gedeelte van voorgenoemde skotte op enige openbare vakansiedag val, die toepaslike oortydtarief vir sodanige gedeelte betaal moet word.

(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 attendants, 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 by an employee whose basic salary does not exceed R30 000 per annum 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 for the purpose of payment in terms of subclause (6).

(6) (a) Subject to the provisions of paragraphs (b), (c) and (d) of this subclause 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 $\frac{1}{125}$ th of his basic monthly salary;

(ii) on a Saturday afternoon after normal working hours, at a rate per hour equal to $\frac{1}{85}$ th of his basic monthly salary;

(iii) on a Sunday or public holiday, at a rate per hour equal to $\frac{1}{85}$ ths of his basic monthly salary if the overtime is four hours or less, and $\frac{8}{85}$ ths 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 $\frac{1}{85}$ th 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 R30 000 per annum shall not qualify for overtime other than 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 such overtime.

(d) An employer shall not be obliged to pay for any overtime worked by an employee who is authorised to sanction overtime, unless such employee obtains specific authorisation from two of his superiors.

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

(i) werknemers wat eethuisgeriewe verskaf;

(ii) timmermans, elektrisiëns, pleisteraars, messelaars en verwers wat onderhoudswerk verrig; en

(iii) kantooropsigters, bodes, skoonmakers, ruskamersopsigters, 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 altesaam 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 uur op 'n Saterdag of agt uur op elke ander werkdag 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 werkgewer 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 deur 'n werknemer wie se basiese salaris hoogstens R30 000 per jaar is moet geag word as oortyd: 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.

(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 $\frac{1}{125}$ ste van sy basiese maandelikse salaris;

(ii) op 'n Saterdagmiddag na die gewone werkure, teen 'n uurlikse tarief gelyk aan $\frac{1}{85}$ ste van sy basiese maandelikse salaris;

(iii) op 'n Sondag of 'n openbare vakansiedag, teen 'n uurlikse tarief gelyk aan $\frac{1}{85}$ stes van sy basiese maandelikse salaris as die oortyd hoogstens vier ure is, en, as die oortyd meer as vier ure is $\frac{8}{85}$ stes 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 $\frac{1}{85}$ ste 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 beampte gewerk is.

(c) 'n Werknemer wie se basiese salaris meer is as R30 000 per jaar kwalifiseer nie vir oortydbesoldiging 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 werkgewer gemagtig is om oortydwerk goed te keur.

(d) 'n Werkgewer is nie verplig om vir oortydwerk te betaal aan enige werknemer wat gemagtig is om oortyd goed te keur nie, tensy sodanige werknemer spesifieke magtiging van twee van sy meerderes verkry.

(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 18:00 on any day shall, at the option of the employer, either be supplied with a meal or be paid R9,00 in lieu thereof: Provided such work qualifies as overtime.

(b) An employee required to work overtime after dark may request, and his employer shall be obliged at the employer's 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 free meal to the value of R6 or be paid R9,00 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 R20 on a Saturday, R30 on a Sunday or any public holiday and R10 on any other day.

(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 R20 is paid on each such occasion together with the applicable overtime rate for any overtime worked by the employee. Employees on stand-by shall also receive the call-out allowance should they be called out.

(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.

(7) 'n Werkgewer 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 wedersydse ooreenkoms tussen dié werknemer en sy werk-gewer 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 rekenoutomaatprogramme en/of elektroniese dataverwerkingsuitrusting.

(8) (a) 'n Werknemer van wie daar vereis word om ná 18:00 op 'n dag te werk, moet volgens die keuse van die werkgewer of gratis van 'n maaltyd ter waarde van R9 voorsien of R9 in plaas daarvan betaal word, mits sodanige werk as oortydwerk kwalifiseer.

(b) 'n Werknemer van wie vereis word om ná donker oortyd te werk, kan versoek dat die werkgewer vervoer verskaf om hom op koste van die werkgewer na sy tuiste te vervoer, en die werkgewer 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 uur te werk, moet volgens die keuse van die werkgewer of van 'n gratis maaltyd ter waarde van R6 voorsien word of R9 in plaas daarvan betaal word.

(10) (a) 'n Werkgewer 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 R20 op 'n Saterdag, R30 op 'n Sondag of 'n openbare vakansiedag en R10 op alle ander dae.

(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 Werkgewer kan 'n werknemer uitroep om buite die gewone werkure te werk op enige dag van die week: Met dien verstande dat 'n roeptoelae van R20 by elke sodanige geleentheid betaal word asook die toepaslike oortydtarief vir enige oortydwerk wat deur die werknemer verrig word. Werknemers op bystand moet ook die roeptoelae ontvang indien hulle uitgeroep word.

(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 roeptoelae verbeur en kan dissiplinêre stappe teen hom gedoen word.

(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.

(d) Overtime shall commence on arriving at the point of duty and cease on departure from such point.

(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, and shall be granted by an employer, up to five months unpaid maternity leave, to commence at least four full weeks before her estimated date of confinement and may not return to work within eight weeks after date of her confinement: Provided that—

(i) such employee has completed two 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, as well as any other deductions requested in writing by the employee (and approved by Management), 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 or deductions which the employee would have contributed but for the said period of leave;

(iv) where the employee enjoys the benefit of a staff housing loan, the monthly installments of such a loan to remain at the staff interest rate applicable to the employee for the said period of leave;

(v) the employee is guaranteed, by the employer, the same salary on her return to work, as was applicable prior to the period of maternity leave;

(vi) the employee continues to effectively perform the duties for which she was employed until the commencement of her maternity leave;

(vii) the employee is required to give the employer not less than four months notice of the date on which she expects to commence maternity leave;

(viii) the employee shall be required to return to work on the stipulated date, as agreed to by the employee and employer. Failure by the employee to notify the employer in writing of any valid reason which may preclude the employee from returning to work, on the agreed date, will result in the employee's service being terminated, with immediately effect, without invoking the disciplinary procedure.

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) Not less than 21 working days per annum, up to and including his third year of service;

(b) and thereafter 28 working days per annum.

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

(d) Oortyd begin by aankoms by die werkplek en eindig by vertrek vanaf sodanige plek.

(12) *Skofwerk.*—Die bepalinge van die Wet op Basiese Diensvoorwaardes, Wet No. 3 van 1983, met betrekking tot skofwerkers is *mutatis mutandis* van toepassing op skofwerkers wat deur hierdie Ooreenkoms gedek word.

8. KRAAMVERLOF

'n Werknemer wat swanger is, is geregtig op—en dit moet deur die werkgever toegestaan word—vyf maande onbetaalde kraamverlof, welke verlof minstens vier volle weke voor die verwagte datum van haar bevalling 'n aanvang moet neem, en sy mag nie binne agt weke na die datum van die bevalling na haar werk terugkeer nie: Met dien verstande dat—

(i) sodanige werknemer twee 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 pensioenfonds, mediese fonds, versekerings- of voorsorgfonds ten volle moet betaal, asook alle ander aftrekkings (soos deur Bestuur goedgekeur) op skriftelike versoek van die werknemer 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 bydraes of aftrekkings wat die werknemer sou bygedra het as dit nie was vir genoemde tydperk van verlof nie, voor die tydperk van kraamverlof van sodanige werknemer se salaris kan aftrek;

(iv) indien die werknemer die voordeel van 'n personeel-behuisingslening geniet, die maandelikse paalement van sodanige lening teen die toepaslike personeelrentekoers vir die genoemde tydperk van verlof moet geld;

(v) die werknemer deur die werkgever gewaarborg word dat sy by haar terugkeer werk toe, dieselfde salaris sal ontvang as wat voor die tydperk van kraamverlof van toepassing was;

(vi) die werknemer die pligte waarvoor sy in diens geneem is behoorlik moet verrig tot die aanvang van haar kraamverlof;

(vii) die werknemer die werkgever minstens vier maande kennis moet gee van die datum waarop die kraamverlof na verwagting 'n aanvang sal neem;

(viii) daar van die werknemer vereis moet word om op die vasgestelde datum haar werk te hervat soos ooreengekom tussen die werknemer en die werkgever. Versuim deur die werknemer om die werkgever skriftelik in kennis te stel van enige geldige rede wat die werknemer daarvan mag weerhou om op die vasgestelde datum na haar werk terug te keer, sal daartoe lei dat die werknemer se diens onmiddellik beëindig word, sonder dat die dissiplinêre prosedure toegepas 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 voltooid jaar ononderbroke diens by die werkgever op die volgende grondslag:

(a) Minstens 21 werkdag per jaar, tot en met sy derde voltooid jaar diens;

(b) en daarna 28 werkdag per jaar.

(2) An employer may, at his discretion, permit any employee, 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, eight 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; on the understanding that leave due but not yet taken within 12 months of the anniversary date shall be forfeited by the employee, unless all leave applications have been unreasonably denied by the employer.

(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) an amount equal to—

(i) $\frac{1}{14}$ th of his monthly salary if he is entitled to 21 working days' leave per annum; or

(ii) $\frac{1}{11}$ th of his monthly salary if he is entitled to 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,

(2) 'n Werkgewer kan na goëddunke 'n werknemer toelaat om sodanige gedeelte van sy jaarlikse verlof as wat die werk-gewer 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 tydstop wat vir die werk-gewer 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 ses maande dit skriftelik versoek, die werk-gewer die verlof kan toestaan sodat dit geneem word binne 'n tydperk van 12 maande ná voltooiing van die jaar diens waarop dit betrekking het, met die verstandhouding dat verlof verskuldig maar nog nie geneem nie binne 12 maande vanaf die verjaarsdagdatum deur die werknemer verbeur word tensy alle verlofaansoeke onredelik deur die werk-gewer afgekeur is.

(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 verdere tydperk van verlof met volle besoldiging bygevoeg word.

(c) Tensy andersins ooreengekom, mag die werk-gewer 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) ingevolge 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 werk-gewer van sy werk afwesig is; of

(d) van sy werk afwesig is met siekteverlof toegestaan ingevolge klousule 11 van hierdie Ooreenkoms.

(5) By beëindiging van 'n werknemer se diens moet sy werk-gewer 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

(b) 'n bedrag gelyk aan—

(i) $\frac{1}{14}$ de van sy maandelikse salaris indien hy geregtig is op 21 werkdade verlof per jaar; of

(ii) $\frac{1}{11}$ de van sy maandelikse salaris indien hy geregtig is op 28 werkdade verlof per jaar;

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.

(6) 'n Werk-gewer 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 geleentheidsverlof met volle besoldiging op sy skriftelike versoek toegestaan is.

10. PUBLIC HOLIDAYS

All public holidays as defined in terms of the Public Holidays Act are non-working days/paid public holidays for all employees, excluding an employee who is required to carry out security work or electronic banking or work ancillary thereto.

11. SICK LEAVE

(1) An employee shall be entitled to and his employer shall grant 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 day of 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 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;

10. OPENBARE VAKANSIEDAE

Alle openbare vakansiedae soos omskryf in die Wet op Openbare Feesdae, is nie-werkdae of betaalde openbare vakansiedae vir alle werknemers, uitgesonderd 'n werknemer van wie vereis word om sekuriteitswerk of elektroniese bankwerk of aanverwante werk te verrig.

11. SIEKTEVERLOF

(1) 'n Werknemer is geregtig op en sy werkgever moet, as hy weens ongeskiktheid van sy werk afwesig is, altesaam minstens 36 werkdae siekteverlof 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 ingevolge 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 siekteverlof 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 ingevolge 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 die 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 werkdae 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 siekteverlof 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 hoogstens vier maande in 'n bepaalde jaar is;

(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. ACCESS

The BSOA, being the employee party to the Council, shall be granted right of access, by paid union officials to premises of the individual institutions who are party to the Employers Association, being the employer party to the Council.

Such access agreement shall be negotiated with the Employers Association, reduced to writing and adhered to by both parties.

13. MATTERS FOR NEGOTIATION

Both parties maintain the right to propose or raise any matters affecting the terms and conditions of employees within the undertaking, but the full Council shall decide which of the issues are to be negotiated and resolved at Council level and which issues are to be referred to individual employers who are party to the employers Association.

14. 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.

(ii) met verlof is ingevolge klousule 9 (1) of van sy werk afwesig is op las of versoek van die werkgewer of met siekte-verlof ingevolge subklousule (1) is: Met dien verstande dat enige tydperk of tydperke van sodanige verlof 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 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.

12. TOEGANG

Die BSOA, wat die werknemerparty by die Raad is, moet reg van toegang, deur betaalde vakverenigingamptenare, hê tot die persele van die onderskeie instellings wat partye is by die werkgewersorganisasie wat die werkgewerparty by die Raad is.

Sodanige toegangsooreenkoms moet met die werkgewersorganisasie beding word, op skrif gestel en deur die partye nagekom word.

13. SAKE VIR ONDERHANDELING

Beide partye behou die reg om enige sake wat die bepalinge en voorwaardes van werknemers in die onderneming raak, voor te stel of aanhangig te maak, maar die volle Raad moet besluit watter sake op Raadsvlak beding en opgelos moet word en watter sake verwys moet word na individuele werkgewers wat partye by die werkgewersorganisasie is.

14. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigen van die bepalinge 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 enigen van die bepalinge van die Ooreenkoms moet skriftelik aan die Raad gerig word en die Raad kan vrystelling van al of enigen van die bepalinge 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 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 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 gedoen is nie;

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

(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.

15. 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.

16. LETTER OF APPOINTMENT

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

(a) The employee's full name;

(b) date of commencement of duties;

(c) initial job title and grade if applicable;

(d) total remuneration pertaining to the job including benefits;

(e) normal hours of work;

(f) the location of, and accessibility to the rules and regulations pertaining to the employer.

(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.

17. 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.

(4) Die Sekretaris van die Raad moet aan elke werkgever aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingstifikaat 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 werknemers nie gemeld hoef te word nie indien die vrystellingstifikaat 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 vasgestel 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 vrystellingstifikaat wat uitgereik word;

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

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

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

15. 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.

16. AANSTELLINGSBRIEF

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

(a) Die werknemer se volle naam;

(b) aanvangsdatum van pligte;

(c) aanvanklike posbenaming en graad indien van toepassing;

(d) totale besoldiging ten opsigte van die werk, met inbegrip van voordele;

(e) gewone werkure;

(f) die ligging van, en toeganklikheid tot, die reëls en regulasies wat op die werkgever van toepassing is.

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

17. 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.

(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 December immediately preceding.

18. 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.

19. ADMINISTRATION

(1) 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.

(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.

20. 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.

21. 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.

22. 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.

(2) Elke werkgewer 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 werkgewer kan hoogstens die helfte van sodanige bydrae aftrek van die salaris wat aan die werknemer betaalbaar is. Elke werkgewer 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 werkgewer geteken is en waarin die getal aangegee word van sy werknemers op die laaste dag van die onmiddellike voorafgaande Desember.

18. 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 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.

19. ADMINISTRASIE

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

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

(3) (a) 'n Werkgewer 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 werkgewer of die werknemer bekend geword het, of binne sodanige verdere tydperk as wat die Raad toelaat: Met dien verstande dat 'n werkgewer 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 werkgewer of die werknemer, en die Raad hoef nie redes vir 'n beslissing te gee nie.

20. DIENSSERTIFIKAAT

Met uitsondering van die geval waar diens beëindig word op grond daarvan dat 'n werknemer gedros het, moet 'n werkgewer by die diensbeëindiging van 'n werknemer 'n dienssertifikaat aan sodanige werknemer uitreik waarin die volle naam/name van die werkgewer 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.

21. VERTEENWOORDIGERS VAN DIE WERKNEMERS IN DIE RAAD

Werkgewers 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 vereis sou word dat sodanige werknemers werk.

22. BESKIKBAARHEID VAN OOREENKOMS

Elke werkgewer 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.

Signed at Johannesburg, on behalf of the parties to the Industrial Council for the Building Society Undertaking, this 3rd day of August 1990.

D. MACKIE,

Chairman.

D. MARAIS,

Vice-Chairman.

L. GOLDSTONE,

Secretary.

Aangesien die werkgewersorganisasie en die vakvereniging 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 3de dag van Augustus 1990 in Johannesburg onderteken.

D. MACKIE,

Voorsitter.

D. MARAIS,

Ondervoorsitter.

L. GOLDSTONE,

Sekretaris.

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad



Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

IMPORTANT ANNOUNCEMENT*Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES**
GOVERNMENT NOTICES **1991***The closing time is **15:00** sharp on the following days:*

- ▶ **21 March**, Thursday, for the issue of Thursday **28 March**
- ▶ **27 March**, Wednesday, for the issue of Friday **5 April**
- ▶ **25 April**, Thursday, for the issue of Friday **3 May**
- ▶ **2 May**, Thursday, for the issue of Friday **10 May**
- ▶ **23 May**, Thursday, for the issue of Thursday **30 May**
- ▶ **3 October**, Thursday, for the issue of Friday **11 October**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December**
- ▶ **19 December**, Thursday, for the issue of Friday **3 January**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING*Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS**
GOEWERMENSKENNISGEWINGS **1991***Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▶ **21 Maart**, Donderdag, vir die uitgawe van Donderdag **28 Maart**
- ▶ **27 Maart**, Woensdag, vir die uitgawe van Vrydag **5 April**
- ▶ **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei**
- ▶ **2 Mei**, Donderdag, vir die uitgawe van Vrydag **10 Mei**
- ▶ **23 Mei**, Donderdag, vir die uitgawe van Donderdag **30 Mei**
- ▶ **3 Oktober**, Donderdag, vir die uitgawe van Vrydag **11 Oktober**
- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**
- ▶ **19 Desember**, Donderdag, vir die uitgawe van Vrydag **3 Januarie**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

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