

EXTRAORDINARY



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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 3073.] [8 December 1950.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING SOCIETY UNDERTAKING.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Society Undertaking, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of June, 1951, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or trade union.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING SOCIETY UNDERTAKING.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, 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.

(a) The terms of this Agreement shall apply to all members of the employers' organisation and their employees who are members of the trade union and engaged in an indoor clerical capacity in the Building Society Undertaking within the Magisterial Districts of Benoni, Brakpan, Bloemfontein, Boksburg, Cape, Durban, East London, Germiston, Johannesburg, Kimberley, Krugersdorp, Pietermaritzburg, Port Elizabeth, Pretoria, Roodepoort, Springs and Vereeniging, but shall not apply to any person employed for a specified period of not more than six months or an employee who has less than three months' service with any one employer.

(b) Unless specifically provided for herein the terms of this Agreement shall be deemed not adversely to affect or reduce conditions of employment more favourable to any employee than prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force until 30th June, 1951.

A—8553

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWING.

Die volgende Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 3073.] [8 Desember 1950.
NYWERHEID-VERSOENINGSWET, 1937.

BOUGENOOTSKAP-ONDERNEMING.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Bougenootskap-onderneming betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van Junie 1951, bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUVERENIGING-ONDERNEMING.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur 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 Bouvereniging-onderneming.

1. BESTEK VAN TOEPASSING.

(a) Die bepalings van hierdie Ooreenkoms is van toepassing op alle lede van die Werkgewersorganisasie en hul werknemers wat lede van die Vakvereniging is en werksaam in 'n binnens-huise klerklike hoedanigheid in die Bouvereniging-onderneming binne die magistraatsdistrikte Benoni, Brakpan, Bloemfontein, Boksburg, Die Kaap, Durban, Oos-Londen, Germiston, Johannesburg, Kimberley, Krugersdorp, Pietermaritzburg, Port Elizabeth, Pretoria, Roodepoort, Springs en Vereeniging, maar is nie van toepassing op enigiemand in diens vir 'n vasgestelde tyd van hoogstens ses maande nie, nóg op 'n werknemer wat minder as drie maande diens by 'n werknemer het.

(b) Tensy dit spesifiek hierin bepaal is, word die bepalings van hierdie Ooreenkoms beskou dat hulle diensvoorwaardes wat vir enige werknemer gunstiger is as dié wat in hierdie Ooreenkoms voorgeskryf word, nie nadelig raak of verminder nie.

2. TERMYN VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op 'n datum wat ingevolge die bepalings van artikel agt-en-veertig van die Wet deur die Minister van Arbeid bepaal mag word, en bly van krag tot 30 Junie 1951.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1937;
 "Council" means the Industrial Council for the Building Society Undertaking;
 "indoor clerical capacity" means work performed by all employees in the Building Society Undertaking with the exception of caretakers, messengers, doormen, commissionaires, cleaners, chauffeurs and liftmen;
 "establishment" or "office" means any place in which building society business is carried on;
 "experience" or "experience in the undertaking" means the total period of employment of any employee without making any adjustment in respect of any short time or overtime worked during employment in the Building Society Undertaking, whether or not such experience is obtained with one or more employers in the Building Society Undertaking, or whether or not the experience occurred prior to the conclusion of this Agreement, and shall include any period during which an employee has been on full-time military or naval service during the period 1939 to 1947, if on his demobilisation he resumed employment in the Building Society undertaking;
 "undertaking" or "building society business" means the undertaking in which building societies registered as Permanent Building Societies in terms of the Building Societies Act, No. 62 of 1934, as amended, and their employees are associated for the principal object of raising, by the subscriptions of members and by contributions of or deposits or loans by members and others, a fund out of which advances shall be made to members and others upon the security of the mortgage of urban immovable property for the purpose of enabling the persons to whom such advances are made to acquire by purchase urban immovable property or to erect buildings upon urban immovable property.

4. SALARIES.

(a) No employer shall pay and no employee shall accept basic salaries at rates lower than those for the undermentioned notches, and a notch shall be equivalent to one year's experience in the Undertaking:—

Notch.	Annual Salary.	
	Men.	Women.
1	120	120
2	150	144
3	180	168
4	210	192
5	240	216
6	270	240
7	300	264
8	330	288
9	360	312
10	390	336
11	426	354
12	462	372
13	498	390
14	534	408
Thereafter	570	426

(b) Where an employer prior to this Agreement observed one fixed annual date for the adjustment of increases in remuneration of all employees (herein referred to as the review date) or where an employer, after this Agreement comes into force, introduces any such review date and notifies such date to the Secretary of the Council, and where such review date does not coincide with the date on which an additional notch accrues to an employee, such additional notch shall not become effective until the review date immediately subsequent to the date on which such additional notch accrued. Provided that an employee who has had less than one year but more than six months' service with his employer at the first review date after his appointment shall be placed on the next notch.

(c) All employees at the time of this Agreement coming into operation shall be placed on the notch equivalent to their years of experience or their basic salary received at the time, whichever notch is the higher, and each succeeding year of experience shall entitle the employee to another notch.

(d) Where, at the time of this Agreement coming into operation, an employee's salary is between two notches, he shall be deemed to be on the higher notch at the next review date.

(e) In the event of an employee with no experience in the undertaking being engaged, he shall be placed on a notch agreed upon by him and the employer, and thereafter for each year of experience shall be entitled to an additional notch. Provided that a person with no experience in the undertaking may be engaged at a salary in excess of the above-mentioned scales.

(f) In addition to the salaries prescribed in sub-clause (a) above, all employees shall be paid a cost-of-living allowance in accordance with the undermentioned scales:—

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet, en elke verwysing na die Wet, sluit elke wysiging van dié Wet in, en, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook die vroulike geslag in. Voorts, tensy strydig met die samehang, beteken—

- "Wet", die Nywerheid-versoeningswet, 1937;
 "Raad", die Nywerheidsraad vir die Bouverenigingonderneming;
 "binnenshuise klerklike hoedanigheid", werk verrig deur alle werknemers in die Bouverenigingonderneming, behalwe opsigters, bodes, deurwagte, portiere, skoonmakers, motorbestuurders en hyserbedieners.
 "inrigting" of "kantoor", enige plek waarin die bouverenigingbedryf beoefen word;
 "ervaring" of "ervaring in die onderneming", die totale tydperk diens van 'n werknemer sonder inagneming van korttyd- of oortydwerk in die Bouverenigingonderneming gedoen, hetsy dié ervaring by een of meer werkgewers in die Bouverenigingonderneming verkry is of nie, of hetsy die ervaring voor die sluiting van hierdie Ooreenkoms opgedoen is of nie, en dit sluit enige tydperk in waarin die werknemer op voltydse militêre of seediens gedurende die tydperk 1939 tot 1947 was, as hy by demobilisasie diens in die Bouverenigingonderneming hervat het;
 "onderneming" of "bouverenigingbedryf", die onderneming waarin bouverenigings, as permanente bouverenigings, kragtens die Bouverenigingwet, No. 62 van 1934 (soos gewysig), geregistreer, en hul werknemers verbonde is vir die hoofdoel om deur inskrywings deur lede en deur bydraes of deposito's of lenings deur lede en andere 'n fonds te stig waaruit aan lede en andere voorskotte toegestaan word teen sekuriteit van die verband op stedelike onroerende eiendom ten einde die persone aan wie voorskotte toegestaan is, in staat te stel om stedelike onroerende eiendom deur aankoop te verkry of om geboue op te rig op stedelike onroerende eiendom.

4. SALARISSE.

(a) Geen werkgewer mag basiese salarisse betaal teen skale wat laer is as dié vir die ondergenoemde kerwe, en geen werknemer mag dit aanneem nie, en 'n kerf moet gelykstaan aan een jaar ervaring in die onderneming:—

Kerf	Jaarlikse salaris.	
	Man.	Vrou.
1	120	120
2	150	144
3	180	168
4	210	192
5	240	216
6	270	240
7	300	264
8	330	288
9	360	312
10	390	336
11	426	354
12	462	372
13	498	390
14	534	408
Daarna	570	426

(b) In gevalle waarin 'n werkgewer voor hierdie Ooreenkoms een vasgestelde jaarlikse datum nagekom het vir die aanpassing van verhogings van verdienste van alle werknemers (hierna die boekdatum genoem) of waarin 'n werkgewer so'n boekdatum invoer nadat hierdie Ooreenkoms van krag geword het en dié datum aan die Sekretaris van die Raad meedeel, en ingeval dié boekdatum nie ooreenstem met die datum waarop 'n bykomende kerf 'n werknemer toekom, word die bykomende kerf nie van krag tot die boekdatum wat onmiddellik volg op die datum waarop dié bykomende kerf die werknemer toegekome het nie. Met dien verstande dat 'n werknemer wat minder as een jaar maar meer as ses maande diens by sy werkgewer tydens die eerste boekdatum na sy aanstelling gehad het, op die volgende kerf geplaas moet word.

(c) Alle werknemers ten tyde van die inwerkingtreding van hierdie Ooreenkoms moet geplaas word op die kerf gelykstaande met hul jare ervaring of hul basiese salaris ten tyde daarvan ontvang, watter kerf ook al die hoogste is, en elke daarop volgende jaar ervaring maak die werknemer op nog 'n kerf geregtig.

(d) In gevalle waarin 'n werknemer se salaris ten tyde van die inwerkingtreding van hierdie Ooreenkoms tussen twee kerwe val, moet dit beskou word dat hy op die volgende boekdatum op die hoër kerf staan.

(e) Ingeval 'n werknemer met geen ervaring in die onderneming, in diens geneem word, moet hy op 'n kerf geplaas word waartoe hy en die werkgewer ooreengekom het, en daarna is hy geregtig op 'n bykomende kerf vir elke jaar ervaring. Met dien verstande dat iemand met geen ervaring in die onderneming, in diens geneem mag word teen 'n salaris wat hoër is as die bogenoemde skale.

- (i) Salaries up to and including £300 per annum: £60 per annum.
- Salaries over £300 and up to and including £462 per annum: £72 per annum.
- Salaries in excess of £462 per annum: £84 per annum.
- (ii) In the case of married men, an additional £2 per month plus £1 for each child under the age of 18 years.

Provided that if the allowances payable in terms of the foregoing should be less than the allowance in terms of War Measure No. 43 of 1942, as amended from time to time or under any similar Measure replacing it, the cost-of-living allowance under the latter instrument shall be paid.

5. PAYMENT OF EARNINGS.

- (a) Salaries shall be paid in full at the rates prescribed not later than the last day of the month for which payment was due, but not less frequently than once per month.
- (b) An employer shall not give and an employee shall not accept any portion of the remuneration prescribed to be payable in terms of Clause 4 hereof other than in money.
- (c) Contributions due by employees in respect of pension funds, provident funds, medical benefit funds and other debts due to their employers shall, and trade union subscriptions may, at the written request of the employees, be deducted from the monthly salary of the employees at the rates agreed upon.

6. NOTICE OF TERMINATION OF CONTRACT.

(a) An employee or his employer shall give not less than one month's notice to terminate the contract of employment; provided however, that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient, nor shall it apply in the case of any agreement between an employee and an employer which provides for a period of notice of equal duration on both sides and for longer than one month.

(b) An employer shall provide his employee with work which the employee shall perform during the whole period of such notice or in lieu thereof shall pay such employee an amount not less than—

- (i) the monthly remuneration which the employee was receiving immediately prior to the date of such notice; or
- (ii) if an agreement has been entered into for a longer period of notice than one month in terms of sub-clause (a) above, the remuneration proportionate to the period of notice agreed on.

(c) The notice referred to in sub-clause (a) hereof shall be so given as to take effect from the first day of the month.

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

(a) The ordinary hours of work of an employee shall not exceed—

- (i) thirty-nine hours in any week from Monday to Saturday inclusive;
- (ii) seven hours on all days from Monday to Friday and four hours on Saturday.

(b) During the ordinary hours of work an employer shall not require or permit an employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

Provided that any employee engaged in the receipt and payment of moneys from or to the public may be required to take an interval of less than one hour. Any such additional period worked shall be deducted from the ordinary hours of work for that day.

(c) Save as provided in sub-clause (b) above, all hours of work shall be consecutive.

(d) All time worked in excess of the number of hours prescribed in respect of any day or week in sub-clause (a) shall be deemed to be overtime; provided that any time worked immediately after the normal hours which does not exceed one hour shall not be classified as overtime for the purposes of payment as set out in sub-clause (e) hereof.

(e) An employer shall, for all overtime worked by an employee, provide such overtime exceeds one hour on any one day, pay to him remuneration at an hourly rate of not less than—

- (i) 2s. 6d. where the basic salary of the employee is £250 per annum or less;
- (ii) 5s. where the basic salary of the employee is over £250 per annum and not exceeding £800 per annum.

Provided that remuneration for overtime shall only be paid if a responsible officer appointed for the purpose of sanctioning overtime or the Manager directly requires such overtime to be worked.

(f) Benewens die salarisse wat by subklousule (a) hierbo voorgeskryf is, moet alle werknemers 'n lewenskostetoelae ooreenkomstig die ondergenoemde skale betaal word:—

- (i) Salarisse tot en met £300 p.j.: £60 per jaar.
- Salarisse oor £300 en tot en met £462 per jaar: £72 per jaar.
- (ii) in die geval van getroude mans, 'n bykomende £2 per maand plus £1 vir elke kind onder 18 jaar.

Met dien verstande dat as die toelae wat ingevolge die voorgaande betaalbaar is, minder is as die toelae kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens enige soortgelyke maatreël wat dit vervang, die lewenskostetoelae kragtens laasgenoemde dokument betaalbaar is.

5. BETALING VAN VERDIENSTE.

(a) Salarisse moet ten volle teen die voorgeskrewe skale op of voor die laaste dag van die maand waarvoor betaling verskuldig is, maar nie minder dikwels as eenkeer per maand nie, betaal word.

(b) 'n Werkgever mag geen gedeelte van die besoldiging wat ingevolge klousule 4 hiervan as betaalbaar voorgeskryf word, behalwe in geld gee nie, en geen werknemer mag dit aanneem nie.

(c) Bydraes verskuldig deur werknemers ten opsigte van pensioen-, voorsienings-, mediese bystandsfondse en ander skulde aan hul werkgevers betaalbaar, moet, en vakverenigingsledegeld mag, op die skriftelike versoek van die werknemers, van die maandelikse salaris van die werknemers teen die skale waartoe ooreengekom is, afgetrek word.

6. KENNISGEWING VAN BEÏNDIGING VAN KONTRAK.

(a) 'n Werknemer of sy werkgever moet minstens een maand kennis gee om die dienskontrak te beëindig; met dien verstande egter dat dit nie die reg van 'n werknemer of 'n werkgever raak om die dienskontrak sonder kennisgewing, om enige rede wat by wet as voldoende geag word, te beëindig nie; ook is dit nie van toepassing in die geval van enige ooreenkoms tussen 'n werknemer en 'n werkgever wat 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as een maand bepaal nie.

(b) 'n Werkgever moet sy werknemer van werk voorsien wat die werknemer gedurende die hele tydperk van dié kennisgewing moet verrig of dié werknemer in plaas daarvan 'n bedrag betaal van minstens:—

- (i) die maandelikse besoldiging wat die werknemer onmiddellik voor die datum van dié kennisgewing ontvang het; of
- (ii) as 'n ooreenkoms vir 'n langer tydperk as een maand kragtens subklousule (a) hierbo aangegaan is, die besoldiging in verhouding tot die tydperk van kennisgewing waartoe ooreengekom is.

(c) Die kennis waarna in subklousule (a) hiervan verwys is, moet so gegee word dat dit van die eerste dag van die maand van krag word.

7. WERKURE, GEWONE EN OORTYDURE EN BETALING VIR OORTYDURE.

(a) Die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

- (i) nege-en-dertig ure in 'n week van Maandag tot en met Saterdag;
- (ii) sewe ure op alle dae van Maandag tot Vrydag en vier uur op Saterdag.

(b) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur ononderbroke gedurende die gewone werkure van 'n werknemer sonder 'n pouse van minstens een uur te werk nie, waarin geen werk gedoen mag word nie, en dié pouse mag nie as deel van die gewone werkure of oortydure beskou word nie.

Met dien verstande dat van 'n werknemer wat werksaam is in verband met die ontvangs en uitbetaling van gelde van of aan die publiek, vereis mag word om 'n pouse van minder as een uur te neem. So'n bykomende tydperk gewerk, moet van die gewone werkure vir daardie dag afgetrek word.

(c) Behalwe soos by subklousule (b) hierbo bepaal, moet alle werkure agtereenvolgend wees.

(d) Alle tyd wat meer as die getal ure wat ten opsigte van enige dag of week by subklousule (a) voorgeskryf is, gewerk word, moet as oortydure beskou word. Met dien verstande dat tyd wat onmiddellik na dié gewone ure gewerk word, en nie langer as een uur duur nie, nie vir die doeleindes van betaling soos by subklousule (e) hiervan uiteengesit, as oortydure gereken moet word nie.

(e) Vir alle oortydure deur 'n werknemer gewerk, mits dié oortydure meer as een uur op 'n dag is, moet 'n werkgever die werknemer besoldiging betaal teen 'n uurskaal van minstens—

- (i) 2s. 6d. in gevalle waarin die basiese salaris van die werknemer £250 of minder bedra;
- (ii) 5s. in gevalle waarin die basiese salaris van die werknemer oor £250 is, maar nie oor £800 per jaar nie.

Met dien verstande dat besoldiging vir oortydure slegs betaal moet word as 'n verantwoordelike beampete wat aangestel is vir die doel om oortydwerk goed te keur, of die bestuurder, regstreeks gelas dat dié oortyd gewerk word.

8. ANNUAL LEAVE.

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

- (i) Employees with up to 3 years' experience—not less than 14 working days.
- (ii) Employees with over 3 years' experience—not less than 21 working days.
- (iii) Employees being paid a salary in excess of the highest notch in clause 4 (a)—not less than 28 working days.

Provided that where the employer and employee agree, such leave need not be consecutive.

(b) The leave to which an employee is entitled in terms of sub-clause (a) shall be granted at a time to be fixed by the employer. Provided that—

- (i) if such leave has not been granted earlier it shall be granted within six months of the completion of the year of employment to which it relates;
- (ii) Saturdays shall be deemed to be working days;
- (iii) if a public holiday falls within the period of such leave, another day shall in substitution for each such day be added as a further period of leave on full pay;
- (iv) the period of leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912.

(c) Where the conditions of employment make provision for employees to accumulate portion of their annual leave, they may do so on the following basis:—

- (i) Employees entitled to 14 working days—nil.
- (ii) Employees entitled to 21 working days—not more than 8 working days.
- (iii) Employees entitled to 28 working days—not more than 10 working days.

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

- (i) is on leave in terms of sub-clause (a);
- (ii) is required to undergo training under the South Africa Defence Act, 1912;
- (iii) is absent from work on the instruction or at the request of the employer; or
- (iv) is absent from work owing to sickness or accident and such sickness or accident, if enduring for longer than three days, has been certified in writing by a registered medical practitioner.

(e) An employee whose contract of employment is terminated after one year of service with the same employer shall in lieu of leave be paid for each completed month of service in respect of which he has not had leave an amount which is equal respectively to one-twentysecond, one-fourteenth or one-eleventh of his monthly salary and allowances according to whether his leave rights are on the basis of 14, 21 or 28 working days.

9. PUBLIC HOLIDAYS.

Apart from the leave prescribed in clause 8 above, an employee shall be entitled to and be granted paid leave on all the statutory holidays, being New Year's Day, Good Friday, Easter Monday, Empire Day, Ascension Day, Union Day, King's Birthday, Arbor Day, Dingaan's Day, Christmas Day, Boxing Day, or any amendment or addition thereto by legislation. Provided that where any one of these holidays falls on a Sunday, the following Monday is deemed to be a paid holiday.

10. EXEMPTIONS.

(a) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person.

(b) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate; provided that the Council may, after one month's notice has been given to the person concerned, withdraw any exemption.

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption was granted;
- (iii) the conditions fixed in accordance with the provisions of sub-clause (b) of this clause subject to which exemption is granted; and
- (iv) the period during which the exemption shall operate.

(d) The Secretary of the Council shall—

- (i) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg; and
- (ii) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

8. JAARLIKSE VERLOF.

(a) 'n Werkgewer moet sy werknemers verlof met volle betaling ten opsigte van elke voltooide jaar diens by hom op onderstaande grondslag toestaan:—

- (i) werknemers met tot drie jaar ervaring—minstens 14 werkdag;
- (ii) werknemers met oor 3 jaar ervaring—minstens 21 werkdag;
- (iii) werknemers wat 'n salaris betaal word wat hoër is as die hoogste kerf in klousule 4 (a)—minstens 28 werkdag.

Met dien verstande dat ingeval die werkgewer en werknemer daartoe ooreenkom, dié verlof nie aaneenlopend hoef te wees nie.

(b) Die verlof waartoe 'n werknemer ingevolge subklousule (a) geregtig is, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel moet word. Met dien verstande dat—

- (i) as dié verlof nie vroeër toegestaan is nie, dit binne ses maande van die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) Saterdag as werkdag beskou moet word;
- (iii) as 'n openbare vakansiedag binne die tydperk van dié verlof val, 'n ander dag ter vervanging van dié dag as 'n verdere tydperk van verlof met volle betaling bygevoeg moet word;
- (iv) die verloftydperk moet nie saamval met enige tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

(c) Waar die diensvoorwaardes voorsiening maak dat werknemers gedeeltes van hul jaarlikse verlof laat ooploop, mag hulle dit op ondergenoemde grondslag doen:—

- (i) Werknemers geregtig op 14 werkdag—niks.
- (ii) Werknemers geregtig op 21 werkdag—nie meer as 8 werkdag nie.
- (iii) Werknemers geregtig op 28 werkdag—nie meer as 10 werkdag nie.

(d) Vir die doeleindes van hierdie klousule moet die uitdrukking "diens" en "dienstyd" beskou word dat dit enige tydperk of tydperke insluit waarin die werknemer—

- (i) kragtens subklousule (a) met verlof is;
- (ii) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (ii) op las of op versoek van die werkgewer afwesig van werk is; of
- (iv) van werk afwesig is as gevolg van siekte of ongeval en dié siekte of ongeval, as dit langer as drie dae duur, skriftelik deur 'n geregistreerde mediese praktisyn gesertifiseer is.

(e) 'n Werknemer wie se dienskontrak na een jaar diens by dieselfde werkgewer beëindig word, moet, in plaas van verlof, vir elke voltooide maand diens ten opsigte waarvan hy nie verlof gehad het nie, 'n bedrag betaal word wat onderskeidelik gelykstaar aan een-twee-en-twintigste, een-veertiende of een-elfde van sy maandelikse salaris en toelaes na gelang sy verlofregte gebaseer is op 14, 21 of 28 werkdag.

9. OPENBARE VAKANSIES.

Afgesien van die verlof by klousule 8 hierbo voorgeskryf, is 'n werknemer geregtig tot en moet hy betaalde verlof op al die statutêre vakansiedae toegestaan word, nl. Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Ryksdag, Hemelvaartsdag, Uniedag, Koningsverjaardag, Boomplandag, Dingaansdag, Kersdag, Tweede Kersdag, of enige wysiging daarvan of byvoeging daartoe by wetgewing. Met dien verstande dat ingeval engeen van hierdie vakansiedae op 'n Sondag val, die volgende Maandag as 'n betaalde vakansie beskou moet word.

10. VRYSTELLING.

(a) Die Raad mag vrystelling van engeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon toestaan.

(b) Die Raad moet die voorwaardes vasstel waarop vrystelling verleen word en die tydperk waarin dié vrystelling van krag is, met dien verstande dat die Raad enige vrystelling mag intrek nadat kennis van een maand skriftelik aan die betrokke persoon gegee is.

(c) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule verleen is, 'n vrystellingslisensie, deur hom geteken, uitreik, waarop aangedui is:—

- (i) Die naam van die betrokke persoon voluit;
- (ii) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
- (iii) die voorwaardes vasgestel ingevolge die bepalings van subklousule (b) van hierdie klousule, onderworpe waaraan vrystelling verleen word; en
- (iv) die tydperk waarin die vrystelling van krag is.

(d) Die Sekretaris van die Raad moet—

- (i) 'n kopie van elke uitgereikte lisensie bewaar en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur; en
- (ii) ingeval die vrystelling aan 'n werknemer verleen is, 'n kopie van die lisensie aan die betrokke werkgewer stuur.

11. COUNCIL FUNDS.

(a) The funds required by the Council for the administration of its affairs or this Agreement shall be provided for in accordance with sub-clause (b) hereof, which funds shall be under the control and administration of the Council.

(b) Every employer shall contribute to the funds of the Council ten shillings (10s.) per annum or part thereof for each employee employed by him in an indoor clerical capacity, and such employer shall deduct five shillings (5s.) of such contribution from the wages payable to the employee, which contributions shall be payable to the Secretary of the Council not later than the 31st day of July each year or within 31 days of the date on which the employee's appointment to the staff is confirmed.

12. COUNCIL'S AGENTS.

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

13. ADMINISTRATION.

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

14. CERTIFICATE OF SERVICE.

An employer shall, upon the termination of employment of an employee, issue a certificate to such employee reflecting the employee's name in full, address, and the date of his entering and leaving the service of his employer.

15. EMPLOYEES' REPRESENTATIVES TO THE COUNCIL.

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

16. EXHIBITION OF AGREEMENT.

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

The employers' organisation and the trade 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 on behalf of the parties to the Industrial Council for the Building Society Undertaking, at Johannesburg, on this 19th day of June, 1950.

R. FORGAN,
Chairman of the Council.
J. R. DU BOURG,
Vice-Chairman of the Council.
J. H. FINLAY,
Secretary of the Council.

Johannesburg, 11th May, 1950.

11. RAADSFONDSE.

(a) Vir die fondse wat die Raad nodig het om sy sake te bestuur of om hierdie Ooreenkoms toe te pas, moet voorsiening gemaak word ooreenkomstig subklousule (b) hiervan, en dié fondse moet onder beheer en administrasie van die Raad staan.

(b) Elke werkgever moet tien sjelings (10s.) per jaar of gedeelte daarvan vir elke werknemer by hom in 'n binnenshuise klerklike hoedanigheid in diens tot die fondse van die Raad bydra, en dié werkgever moet vyf sjelings (5s.) van dié bydrae van die loon aan die werknemer betaalbaar, aftrek, en dié bydraes is op of voor die 31ste dag van Julie elke jaar of binne 31 dae van die datum waarop die werknemer se aanstelling in die personeel bevestig is, aan die Sekretaris van die Raad betaalbaar.

12. AGENTE VAN DIE RAAD.

Die Raad mag een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalinge van hierdie Ooreenkoms te gee. Dit is die plig van werkgevers en werknemers wat lede van die Werkgeversorganisasie en die Vakvereniging is, om dié agente toe te laat om dié ondersoek in te stel en om dokumente na te gaan en dié werknemers te ondervra wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

13. ADMINISTASIE.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en hy mag menings ter leiding van werkgevers en werknemers uitspreek wat nie strydig met die bepalinge van hierdie Ooreenkoms of enige regsvertolking daarvan is nie.

14. DIENSERTIFIKATE.

'n Werkgever moet by diensbeëindiging van 'n werknemer, 'n sertifikaat aan dié werknemer uitreik waarop die werknemer se naam voluit aangedui word, asook sy adres en die datums waarop hy tot sy werkgever se diens toetree of dit verlaat het.

15. WERKGEWERSVERTEENWOORDIGERS OP DIE RAAD.

Werkgevers moet verteenwoordigers van die Vakvereniging alle geriewe toestaan om vergaderings van die Raad by te woon.

16. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in die vorm in die regulasies kragtens die Wet voorgeskryf, in albei amptelike tale op 'n opvallende plek in sy inrigting vertoon waar dit maklik vir sy werknemers toeganklik is.

Nademaal die Werkgeversorganisasie en die Vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit is, verklaar die ondergetekende gemagtigde ampsdraers van die Raad hierby dat die voorgaande die Ooreenkoms is waartoe ooreengekom is en heg hulle hul handtekenings daaraan.

Namens die partye by die Nywerheidsraad vir die Bougenootskaponderneming hede, die 19de dag van Junie 1950 geteken.

R. FORGAN,
Voorsitter van die Raad.
J. R. DU BOURG,
Ondervoorsitter van die Raad.
J. H. FINLAY,
Sekretaris van die Raad.

Johannesburg, 11 Mei 1950.

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