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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.

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2348.] [25 November 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING SOCIETY UNDERTAKING.

I, JOHANNES DE KLERK, 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 first Monday after the date of publication of this notice and for the period ending the 30th day of June, 1957, 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.

J. DE KLERK,
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 Union of South Africa 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, 1957.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2348.] [25 November 1955.
NYWERHEID-VERSOENINGSWET, 1937.

BOUGENOOTSKAPONDERNEMING.

Ek, JOHANNES DE KLERK, 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 betrekking het op die Bougenootskaponderneming, van die eerste Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op die 30ste dag van Junie 1957 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is.

J. DE KLERK,
Minister van Arbeid.

NYWERHEIDSRAAD VIR DIE BOUVERENIGINGONDERNEMING.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937 gesluit en aangegaan tussen die

South African Building Societies Employer's Association (hieronder die „werkgewersorganisasie” genoem), aan die een kant, en die

Building Society Officials' Association of South Africa (hieronder die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bouverenigingonderneming.

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 bouverenigingonderneming in die Unie van Suid-Afrika, 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 een werknemer het.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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 word, en bly van krag tot 30 Junie 1957.

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 in each grade shall be equivalent to one year's experience in the undertaking:—

ANNUAL SALARY.

MEN.			
Notch—	Grade I.	Notch—	Grade II.
	£		£
1.....	120	1.....	678
2.....	150	2.....	714
3.....	180	3.....	750
4.....	210	4.....	786
5.....	240		
6.....	270		
7.....	300		
8.....	330		
9.....	360		
10.....	390		
11.....	426		
12.....	462		
13.....	498		
14.....	534		
15.....	570		
16.....	606		
17.....	642		

WOMEN.			
Notch—	Grade I.	Notch—	Grade II.
	£		£
1.....	120	1.....	426
2.....	144	2.....	450
3.....	168	3.....	475
4.....	192	4.....	500
5.....	216		
6.....	240		
7.....	264		
8.....	288		
9.....	312		
10.....	336		
11.....	354		
12.....	372		
13.....	390		
14.....	408		

(b) Promotion to the notches in Grade II shall be automatic upon the payment of a salary in excess of £642 in the case of men and £408 in the case of women, provided that a woman employee who had received promotion to the notches in Grade II as existing in the Agreement which expired on the 30th June, 1955, shall be automatically promoted to Grade II after one year's service at a salary of £408 per annum.

3. WOORDOMSKRYWINGS.

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

„Wet”, die Nywerheid-versoeningswet, 1937;

„Raad”, die Nywerheidsraad vir die Bouverenigingonderneming;

„binnenshuise klerklike hoedanigheid”, werk verrig deur alle werknemers in die bouverenigingonderneming, uitgesonderd opsigters, bodes, deurwagte, commissionaires, skoonmakers, motorbestuurders en hyserbedieners.

„inrigting” of „kantoor”, enige plek waarin die bouverenigingbedryf beoefen word;

„ondervinding” of „ondervinding in die onderneming”, die totale tydperk diens van 'n werknemer sonder inagneming van korttyd- of oortydwerk in die bouverenigingonderneming gedoen, of dié ondervinding by een of meer werkgewers in die bouverenigingonderneming verkry is of nie, of hetsy die ondervinding voor die sluiting van hierdie Ooreenkoms opgedoen is of nie, en dit omvat enige tydperk 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 geassosieer 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 salaris 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 ondervinding in die onderneming:—

JAARLIKSE SALARIS.

MANS.			
Kerf—	Graad I.	Kerf—	Graad II.
	£		£
1.....	120	1.....	678
2.....	150	2.....	714
3.....	180	3.....	750
4.....	210	4.....	786
5.....	240		
6.....	270		
7.....	300		
8.....	330		
9.....	360		
10.....	390		
11.....	426		
12.....	462		
13.....	498		
14.....	534		
15.....	570		
16.....	606		
17.....	642		

VROUE.			
Kerf—	Graad I.	Kerf—	Graad II.
	£		£
1.....	120	1.....	426
2.....	144	2.....	450
3.....	168	3.....	475
4.....	192	4.....	500
5.....	216		
6.....	240		
7.....	264		
8.....	288		
9.....	312		
10.....	336		
11.....	354		
12.....	372		
13.....	390		
14.....	408		

(b) Verhoging na die kerwe in Graad II geskied outomaties by die betaling, in die geval van mans, van 'n hoër salaris as £642, en in die geval van vrouens, van 'n hoër salaris as £408; met dien verstande dat 'n vroulike werknemer wat reeds verhoging ontvang het na die kerwe van Graad II toe, soos dit in die Ooreenkoms wat op 30 Junie 1955 geëindig het, bestaan, outomaties na een jaar se diens teen 'n salaris van £408 per jaar na Graad II toe bevorder word.

(c) Where an employer observes one fixed annual date for the adjustment of increases in remuneration of all employees (hereinafter referred to as the review date), 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 next review date; provided that an employee who has more than six month's service with his employer at the first review date after his appointment shall be placed on the next notch.

(d) Where new appointments to the staff of employers are made or a new member is admitted to the Employers' Association, the employees concerned shall be placed on the notch equivalent to their years of experience in the undertaking or the salary they are being paid, whichever is the higher. Where the salary in these circumstances is between two notches, the employee shall be deemed to be on the higher notch at the next review date.

(e) If an employee has been placed on a notch in terms of the foregoing, he shall be entitled to an additional notch for each subsequent year of service.

(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:—

(i) Salaries up to £240 per annum: £90 per annum.
Salaries over £240 and up to £312 per annum: £102 per annum.
Salaries in excess of £312 per annum: £120 per annum.

(ii) In the case of married men an additional £36 per annum plus £24 per annum for each child under the age of 18 years.

Provided that if the allowance 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.

(c) In gevalle waarin 'n werkgewer een vasgestelde jaarlikse datum vir die aanpassing van verhogings van dienste van alle werknemers nakom (hieronder die boekdatum genoem), en ingeval so 'n boekdatum nie ooreenstem met die datum waarop 'n werknemer op 'n bykomende kerf geregtig is nie, word die bykomende kerf nie van krag tot die daaropvolgende boekdatum nie; met dien verstande dat 'n werknemer wat meer as ses maande diens by sy werkgewer op die eerste boekdatum na sy aanstelling gehad het, op die volgende kerf geplaas moet word.

(d) Ingeval nuwe aanstellings op die personeel van werkgewers geskied of 'n nuwe lid tot die geleedere van die werkgewersorganisasie toetree, moet die betrokke werknemers op die kerf geplaas word wat met hul jare ondervinding in die onderneming ooreenstem, of die salaris ontvang wat hulle ten tyde daarvan verdien, na gelang van die hoogste. Indien sodanige salaris tussen twee kerwe is, moet dit bescou word dat die werknemer by die volgende boekdatum op die hoër kerf is.

(e) As 'n werknemer kragtens die voorafgaande op 'n kerf geplaas is, word hy geregtig op 'n bykomende kerf vir elke agtereenvolgende jaar diens.

(f) Benewens die salaris wat in bogenoemde subklousule (a) voorgeskrif is, moet alle werknemers 'n lewenskostetoelae betaal word wat met die onderstaande skale ooreenstem:—

- (i) Salarisse tot en met £240 per jaar: £90 per jaar;
salarisse oor £240 en tot en met £312 per jaar: £102 per jaar;
salarisse bo £312 per jaar: £120 per jaar;
- (ii) in die geval van getroude mans 'n bykomende £36 per jaar plus £24 per jaar vir elke kind onder die ouderdom van 18 jaar;

met dien verstande dat as die toelae wat ingevolge die voorafgaande betaalbaar is, minder blyk as die toelae kragtens die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens enige soortgelyke maatregel wat dit vervang, die lewenskostetoelae kragtens laasgenoemde maatregel betaalbaar word.

5. BETALING VAN VERDIENSTE.

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

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

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

6. KENNISGEWING VAN BEÏNDIGING VAN KONTRAK.

(a) 'n Werknemer of sy werkgewer 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 werkgewer 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 werkgewer wat 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as een maand bepaal nie.

(b) 'n Werknemer 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 met die tydperk van kennisgewing waarvoor ooreengekom is.

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

7. WERKURE, GEWONE EN OORTYDURE EN BESOLDIGING VIR OORTYD.

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

- (i) 39 ure in 'n week van Maandag tot en met Saterdag;
- (ii) sewe uur op alle dae van Maandag tot Vrydag en vier uur op Saterdag.

(b) 'n Werknemer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur ononderbroke gedurende die gewone werkure 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 bescou word nie; met dien verstande dat van 'n werknemer wat werksaam is in verband met die ontvang en uitbetaling van geld 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) Uitgesonderd soos by subklousule (b) hierbo bepaal, moet alle werkure agtereenvolgend wees.

(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, provided such overtime exceeds one hour on any one day, pay to him remuneration at an hourly rate of not less than 5s. where the basic salary of the employee does not exceed £1,000 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.

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 18 working days.
- (ii) Employees with over 3 years' experience: Not less than 21 working days.
- (iii) Male employees being paid a salary in excess of £570 per annum: Not less than 28 working days.

Female employees being paid a salary in excess of £426 per annum or who have completed 3 years of service at a salary of £408 per annum: Not less than 28 working days.

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

Provided also that an employer in his discretion may permit any employee to accumulate such portion of his annual leave as the employer may approve but not exceeding the following:—

- (i) Employees entitled to 18 working days: 4 working days.
- (ii) Employees entitled to 21 working days: 8 working days.
- (iii) Employees entitled to 28 working days: 10 working days.

(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) 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.

(d) An employee whose contract of employment is terminated after one year of service with the same employer shall—

- (i) in lieu of leave other than accumulated 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 1/17, 1/14 or 1/11 of his monthly salary and allowances referred to in clause 4 (f), according to whether his leave rights are on the basis of 18, 21 or 28 working days;
- (ii) in lieu of accumulated leave in terms of the second proviso to clause 8 (a), be paid 1/300 of the annual salary and allowances referred to in clause 4 (f) at the rate being paid to him at the time of the termination of his contract of employment, in respect of each day's leave he has accumulated.

9. PUBLIC HOLIDAYS.

In addition to the leave prescribed in clause 8 above, an employee shall be entitled to and be granted paid leave on all public holidays; provided that where any public holiday falls on a Sunday the following Monday shall be deemed to be a public holiday.

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

(e) Vir alle oortyd wat deur 'n werknemer gewerk word, mits sodanige oortyd meer as een uur op 'n dag is, moet 'n werkgever sy werknemer teen 'n uurskaal van minstens 5s. besoldig as die basiese salaris van die werknemer hoogstens £1,000 per jaar bedra; met dien verstande dat besoldiging vir oortyd slegs betaal moet word as 'n verantwoordelike beaampte wat aangestel is vir die doel om oortydwerk goed te keur, of die bestuurder, regstreeks gelas dat dié oortyd gewerk word.

8. JAARLIKSE VERLOF.

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

- (i) Werknemers met tot drie jaar ondervinding: Minstens 18 werkdag;
- (ii) werknemers met meer as drie jaar ondervinding: Minstens 21 werkdag;
- (iii) manlike werknemers met 'n salaris bo £570 per jaar; Minstens 28 werkdag;

vroulike werknemers met 'n salaris bo £426 per jaar of wat 'n dienstydperk van 3 jaar voltooi het teen 'n salaris van £408 per jaar: Minstens 28 werkdag;

met dien verstande dat ingeval die werkgever en werknemer daaroor ooreenkom, dié verlof nie aaneenlopend hoef te wees nie; voorts met dien verstande dat 'n werkgever na goedgekeurde enige werknemer kan toelaat om sodanige gedeelte van sy jaarlikse verlof te laat ophoop as wat die werkgever goedkeur, maar hoogstens die volgende:—

- (i) Werknemers geregtig op 18 werkdag: 4 werkdag.
- (ii) Werknemers geregtig op 21 werkdag: 8 werkdag.
- (iii) Werknemers geregtig op 28 werkdag: 10 werkdag.

(b) Die verlof waarop 'n werknemer ingevolge subklousule (a) geregtig is, moet toegestaan word op 'n tyd wat deur die werkgever 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 besoldiging bygevoeg moet word;
- (iv) die verloftydperk nie moet saamval met enige tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

(c) Vir die toepassing van hierdie klousule moet dit beskou word dat die uitdrukkings „diens” en „dienstyd” 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, mee te maak;
- (iii) op las of op versoek van die werkgever van sy werk afwesig is; of
- (iv) van sy werk afwesig is as gevolg van siekte of 'n ongeluk en dié siekte of ongeluk, as dit langer as drie dae duur, skriftelik deur 'n geregistreerde mediese praktisyn gesertifiseer is.

(d) 'n Werknemer wie se dienskontrak na een jaar diens by dieselfde werkgever beëindig word, moet—

- (i) in plaas van verlof, uitgesonderd opgehoopte verlof, vir elke voltooië maand diens ten opsigte waarvan hy nie verlof gehad het nie, 'n bedrag betaal word wat onskadelik gelykstaan met 1/17de, 1/14de of 1/11de van sy maandelikse salaris en toelaes wat in klousule 4 (f) genoem word, na gelang sy verlofregte gebaseer is op 18, 21 of 28 werkdag;
- (ii) in plaas van opgehoopte verlof ingevolge die tweede voorbehoud by klousule 8 (a), 1/300ste van die jaarlikse salaris en toelaes, in klousule 4 (f) genoem, ontvang teen die skaal wat aan hom by die beëindiging van sy dienskontrak betaal word, ten opsigte van elke dag van verlof wat vir hom opgehoop het.

9. OPENBARE VAKANSIEDAE.

Benewens die verlof by klousule 8 hierbo voorgeskryf, is 'n werknemer geregtig op en moet hy verlof met besoldiging op alle openbare vakansiedae toegestaan word; met dien verstande dat ingeval enigeen van hierdie vakansiedae op 'n Sondag val, die volgende Maandag as 'n openbare vakansiedag beskou moet word.

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.

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 three shillings (3s.) per annum or part thereof for each employee employed by him in an indoor clerical capacity, and such employer shall deduct one shilling and sixpence (1s. 6d.) 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 8th day of August, 1955.

E. D. RUDDOCK,
Chairman of the Council.
S. MILLER,
Vice-Chairman of the Council.
E. C. JENKINS,
Secretary of the Council.

Johannesburg, 8th August, 1955.

10. VRYSTELLING.

(a) Die Raad mag vrystelling van enigeen 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, asook 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 in gevolge 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. RAADFONDSE.

(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 werkgewer moet drie sjelings (3s.) 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 werkgewer moet een sieling en ses pennies (1s. 6d.) van dié bydrae van die loon aan die werknemer betaalbaar, aftrek, en dié bydraes is op of voor 31 Julie elke jaar of binne 31 dae van die datum waarop die werknemer se aanstelling op die personeel bevestig is, aan die Sekretaris van die Raad betaalbaar.

12. AGENTE VAN DIE RAAD.

Die Raad mag een of meer aangewese persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van werkgewers en werknemers wat lede van die Werkgewersorganisasie 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 bepalings van hierdie Ooreenkoms nagekom word.

13. ADMINISTRASIE.

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

14. DIENSSERTIFIKATE.

'n Werkgewer 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 werkgewer se diens toetree of dit verlaat het.

15. WERKGEWERSVERTEENWOORDIGERS OP DIE RAAD.

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

16. VERTONING VAN OOREENKOMS.

Elke werkgewer 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 Werkgewersorganisasie 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 handtekeninge daaraan.

Namens die partye by die Nywerheidsraad vir die Bougenootskaponderneming op hede die 8ste dag van Augustus 1955 geteken.

E. D. RUDDOCK,
Voorsitter van die Raad.
S. MILLER,
Ondervoorsitter van die Raad.
E. C. JENKINS,
Sekretaris van die Raad.

Johannesburg, 8 Augustus 1955.

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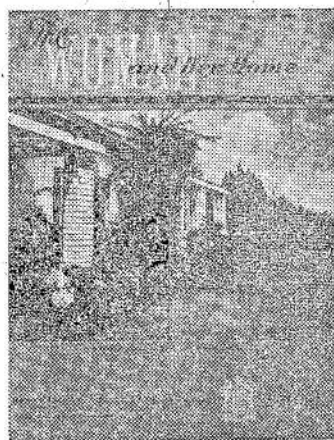
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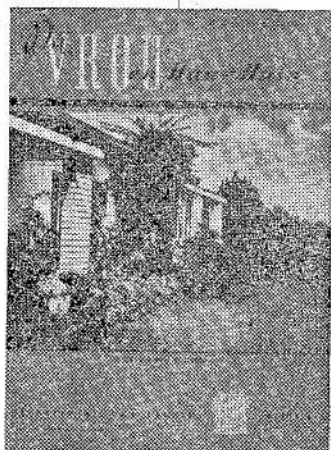
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