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12 NOVEMBER

[No. 1281.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1784.] [12 November 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

HOLIDAY FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding as from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding clauses 1 (1), 2 and 15, shall be binding as from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank, and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria); and

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1784.] [12 November 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSELNYWERHEID,
TRANVAAL.

VAKANSIEFONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1 (1), 2 en 15, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q.—4341) wat binne genoemde straal val; die gebied binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermenskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het); en

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria), and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, the provisions of the said Agreement, excluding clauses 1 (1), 2 and 15, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSSVAAL).

HOLIDAY FUND AGREEMENT.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (as amended), made and entered into between the—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry;

(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the—

Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa;

(hereinafter referred to as "The Employees" or "The Trade Unions"), of the other part,

being parties to the Industrial Council for the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a thirty mile radius from the General Post Office, Krugersdorp; the area within a twenty mile radius from the General Post Office, Vereeniging; the area within a twenty mile radius from the General Post Office, Pretoria, but excluding that portion of the Bantu area Uitvalgrond (J.Q.—4341) which falls within the said radius; the areas within a ten mile radius from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of twenty miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 dated 29th March, 1956, fell within the Magisterial District of Pretoria) by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by the employees of such employers who are members of the trade unions and are employed in the said industry.

(2) Notwithstanding the provisions of sub-clause (1) the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder.

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1 (1), 2 en 15, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q.—4341) wat binne genoemde straal val; die gebied binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het), *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE BOUNYWERHEID (TRANSSVAAL).

VAKANSIEFONDSOOREENKOMS.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956 (soos gewysig), gesluit en aangegaan deur en tussen die—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig;

(hierin die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa;

(hierin die "werknemers" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers in die Bou- en Monumentklipmesselnywerheid, wat lede van die werkgewersorganisasies is en deur die werknemers van sodanige werkgewers wat lede van die vakverenigings is en wat in genoemde Nywerheid in diens is, nagekom word in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebied binne 'n straal van 10 myl vanaf die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal), en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, en wat vóór die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het).

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms op vakleerlinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarvolgens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie,

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for a period of five years or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment of such Act; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, as amended; and includes a minor employed on probation under that Act;

"building industry" means, without any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures, and/or the making of articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or sub-divisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, or basements, or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble, and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

french polishing, which includes polishing with a brush or pad, and spraying with any composition;

glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers, or other kitchen fixtures, which accrue to the building as a permanent portion thereof;

light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the fixing or building of pre-cast or artificial stone or marble, paving mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge die bepalings van artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir vyf jaar of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef werksaam is;

"Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of by onderverdelings daarvan, maar nie klerklike werknemers en administratiewe personeel nie en ook nie die bedrading van of installering in geboue van elektriese lig-, verwarmings- of ander permanente, vaste toebehorens of die herstel of onderhoud van hysers in geboue nie:—

"*asfaltwerk*", wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking van asfaltplate met geglasuurde of nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere, kelders of fondamente aangebring word;

"*messelwerk*", wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die beteëling van mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosafekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, riool-aanleg, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepypriole;

"*lakpolitoerwerk*", wat die volgende insluit: Politoerwerk met 'n kwas of 'n kussinkie en bespuiting met komposis'estof;

"*beglasing*", wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehorens, en alle werksaamhede wat daarmee in verband staan;

"*skrynwark*", wat die volgende insluit: Die aanbring van alle houttoebehorens en die vervaardiging van alle skrynwarkartikels wat met sodanige toebehorens in verband staan, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, dit in die gebou of bouwerk aanbring of nie, en sluit dit ook rakkaste, kombuis-kaste of ander kombuistoeberehorens in wat as 'n permanente deel van die gebou aangebring word;

"*ruitwerk*", wat die volgende insluit: Die vervaardiging of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehorens wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

"*klipmesselwerk*", wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier-, monument- en gedenksteenklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosafekwerk, voegstrykwerk, muur- en vloerbeteëling, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjiene en die skerpmak van klipwerkersgereedschap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

"*metaalwerk*", wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmids- werk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

"*verfwerk*", wat die volgende insluit: Versierwerk, muur-plakwerk, beglasing, distemperwerk, afwit- en kalkverfwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan en ook skuurwerk en alle werk ter

and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

plastering, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plasterboard ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floorlaying, composition wall covering and polishing, operating of a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

shop, office and bank fittings, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing and/or steel construction, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form part of a building or structure;

woodworking, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber asphalt based floor coverings or cork, including the sandpapering of same, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"contribution card" means the official card issued by the Council to each employee in the industry in each year and "Holiday Fund Card" shall have the same meaning for the purposes of this Agreement;

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;

"Fund" means the fund established in terms of clause 4 of this Agreement;

"Industry" means the Building and/or Monumental Masonry Industries;

"licensing authority" means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

"Monumental Masonry Industry" means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves;

"operative, grade I," means an employee engaged on any or all of the following:—

- (a) Laying of outdoor paving in broken slate, granite or stone and grouting in joints;
- (b) operating a sandpapering and spinning machine on flooring;
- (c) operating a rotating solid disc type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan.

"operative, grade II," means an employee engaged on any or all of the following:—

- (a) Employee in charge of unskilled labourers mixing concrete and/or operating power-driven mixers;
- (b) employee in charge of unskilled labourers levelling and screeding concrete under supervision;
- (c) caulking of joints in drains under supervision;
- (d) the application of back putty and cleaning off excess tags thereto under supervision;
- (e) employee in charge of the stripping of shuttering;
- (f) employee in charge of scaffold erecting under supervision;
- (g) operating a power-driven grinding machine on metal or filling by hand;

voorbereiding van die werksaamhede soos hierbo genoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

"pleisterwerk", wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terrazzo- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny- of afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerbe-teëling, plavei- en mosaïek werk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

"loodgieterswerk", wat die volgende insluit: Sweissoldeerwerk en sweiswerk; loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallering en die vervaardiging van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die betrokke artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

"winkel-, kantoor- en bankuitrusting", wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstallkaste, toonbanke, skerm en binnenshuise los en vas toebehorens;

"staalwapening en/of staalkonstruksie", wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalpilare, lêers, staalbalke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

"houtwerk", wat die volgende insluit: Timmerwerk, fineerpancelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfe sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtdraaiwerk, komposisieplafonne en muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbebedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie; met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste vir die klant uitmaak nie;

"bydraekaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik en vir die toepassing van hierdie Ooreenkoms het "vakansiefondskaart" dieselfde betekenis;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geag word geregistreer te wees ingevolge die bepalings van artikel negentien van die Wet op Nywerheidsversoenings, 1956;

"noodsaaklike diens" alle werk wat noodwendig verrig moet word ten einde die gesondheid en veiligheid van die publiek of die beoefening of dryf van enige ander nywerheid, saak of onderneming te verseker;

"Fonds" die Fonds wat ingevolge die bepalings van klousule 4 van hierdie Ooreenkoms in die lewe geroep word;

"Nywerheid" die Bou en/of die Monumentklippesselsnywerheid;

"lisensieowerheid" 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

"monumentklippesselsnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om grafstene of ander monumente oor grafte te maak en/of op te rig en/of om grafte op te bou;

"werkmans, graad I," 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- (a) Buitemuurse plaveisel in die vorm van gebreekte leiklip, graniet of klip lê en die voëe met bry vul;
- (b) 'n skuurmasjien en poleermasjien op vloerwerk bedien;
- (c) 'n soliede draaiskryfmasjien wat sement of granolitiese vloere afvlak, bedien wanneer sodanige masjien gebruik word voordat 'n ambagsman die vloere verder afwerk;

"werkmans, graad II," 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- (a) Aan die hoof staan van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;
- (b) aan die hoof staan van ongeskoolde arbeiders wat beton onder toesig gelykmaak en afvlak;
- (c) lasse in riole onder toesig kalfater;
- (d) 'n stopverfbed aanbring en oorskietstukkies daarvan onder toesig verwyder;
- (e) toesig hou oor die afbreek van bekisting;
- (f) aan die hoof staan van werkers wat steiers onder toesig oprig;
- (g) 'n kragaangedrewe slypmasjien op metaal bedien of vylwerk met die hand verrig;

- (h) operating swing saws, stone polishing machinery and compressors for stone work;
- (i) feeding material to roller fed woodworking machines under supervision;
- (j) operating a jib hoist without a platform, carrying a load of not more than two cubic feet of material;

"overtime" means that portion of any period during which an employee works for his employer during any one week or on any one day as the case may be which is in excess of the hours set forth in clause 10 of the Agreement published in Government Notice No. 1323, of 17th August, 1962, as may be amended from time to time, or which is prescribed in the relevant clause of any succeeding Agreement;

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

"Secretary" means the secretary of the fund and includes any official nominated by the Council to act for the Secretary;

"Structure" includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

"Unladen weight" means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"Unskilled labourer" means an employee engaged on any or all of the following:—

- Assisting artisans by grain-filling preparatory to polishing of wood surfaces with fabric;
- assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;
- assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
- attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
- applying of floor polish;
- bagging down walls and ceilings;
- baling waste or scrap metal by hand or machine;
- binding or typing with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
- carrying mortar, bricks, stone, concrete or other materials;
- cleaning mortices;
- cleaning of glass after glazing;
- cleaning completed frames in preparation for puttying;
- cleaning of moulds, work benches, yard premises, tools, etc.;
- cleaning down of teak or other hard woods by using solvents and steel wools;
- coupling steel windows and door frames under supervision;
- cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
- cutting scaffold poles or props by two-handed saw;
- cutting dampcourse and placing in position;
- cutting of toothings and indents for bonding brickwork;
- cutting hoop iron, bending and holding;
- cutting up scrap metal by hand;
- cutting, drilling, chasing and plugging in brick and concrete;
- cutting of roofing tiles with tile handcutting machine;
- digging or taking out stone or soil for foundations, trenches, drains and channels;
- drawing off material from all woodworking machines;
- drilling or punching metal by power or hand machines under supervision;
- erecting hoists under supervision;
- excavating in ground, soft and hard rock and using a jack hammer and removing excavated stone and soil;
- filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
- filling in joints between joint of brick and concrete beam under supervision;
- filling in joints and cleaning off all wall tiles excluding jointing and pointing;
- filling of moulds with a facing mixture and concrete mixture, using a shovel;
- fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
- fixing asphalt sheeting to sides of steel and wood frames;
- fixing lugs to steel windows and door frames under supervision;
- gauging sand, stone and cement;
- gauging sizes of wall and floor tiles;
- grouting in joints and filling backs of stone work after fixing;
- grouting of joints in bricks and tile floors and cleaning off;
- hoisting shuttering and placing in position but not fixing;
- hoisting of steel and laying into position under supervision;
- kneading of putty to correct consistency;
- laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;
- laying loose tiles on surfaces without bedding, provided no tools are used;
- lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joists and underside of floors, provided however, that lime washing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;

(h) hangsaie, klippoleermasjiene en kompressors vir klipwerk bedien;

(i) materiaal in houtwerkmasjinerie met invoerrolle onder toesig voer;

(j) 'n armkraan sonder platform, wat 'n wag van hoogstens twee kubieke voet materiaal dra, bedien;

"oortydwerk" daardie deel van 'n tydperk waarin 'n werknemer gedurende 'n bepaalde week op een of meer dae, na gelang van die geval, vir sy werkgever langer werk as die ure genoem in klousule 10 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1823 van 17 Augustus 1962, soos van tyd tot tyd gewysig, of wat by die betrokke klousule van elke daaropvolgende Ooreenkoms voorgeskryf word;

"stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik op hoeveelheid werk verrig, of produksie, gegrond is;

"Sekretaris" die Sekretaris van die Fonds en sluit dit 'n beamppte in wat deur die Raad benoem is om namens die Sekretaris op te tree;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene, en begraaftplaaigedenktekens van alle soorte;

"onbelaste gewig" die gewig van 'n voertuig en/of sleepwa soos gemeld in 'n lisensie of sertifikaat deur 'n lisensieowerheid ten opsigte van sodanige voertuig of sleepwa uitgereik;

"ongeskoolde arbeider" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- Ambagsmanne help deur draadholtes op te vul voordat houtoppervlakke met doek opgevryf word;
- ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgekleem of gepers word;
- ambagsmanne help om staalstutte in posisie te plaas, dit aan drabakke vas te maak en op die regte hoogte te stel;
- hangsaie onder toesig te bedien, help om klippe reg te plaas en saaglemme in te sit met die doel om hangsaie en poleermasjiene te bedien en/of met slypsteenmasjinerie te werk;
- vloerpolitoer aanbring;
- saksmeerwerk aan mure of plafonne verrig;
- afval- of ou metaal met die hand of deur middel van 'n masjiene baal;
- staalwapeningsmateriaal met draad bind of vasbind en sodanige materiaal onder toesig sny, buig en monteer, oprig en vasmaak;
- dagha, stene, klip, beton of ander materiaal dra;
- taggate skoonmaak;
- glas skoonmaak nadat ruite ingesit is;
- voltooië rame skoonmaak voordat stopverf aangebring word;
- vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
- klaar of ander soort harde hout skoonmaak deur oplosmiddels en staalwol te gebruik;
- staalvensters of -deurkossyne onder toesig koppel;
- pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;
- steierpale of stutte met 'n treksaag saag;
- voglac sny en in posisie plaas;
- in- en uittandings inkap vir steenverbandwerk;
- hoepels sny, buig en gate daarin maak;
- afvalmetaal met die hand in stukke sny;
- stene en beton kap, boor, gleuwe daarin maak en proppe daarin aanbring;
- dakpanne met 'n handteelmassjiene sny;
- klip of grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;
- materiaal van alle houtwerkmasjiene afneem;
- metaal met 'n kragaangedrewe of handmasjiene onder toesig boor of pons;
- hystoestelle onder toesig oprig;
- uitgrawings in grond, sagte en harde rots maak en 'n klopboor gebruik en die uitgegraafde klip en grond verwyder;
- gate en duike in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;
- voeg tussen steenwerk en betonbalke onder toesig opvul;
- voeg opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk- en voegvulwerk;
- vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n skopgraaf te gebruik;
- hoepelyster, staal- of draadverstywings aanbring om bekisting te versterk;
- asfaltplate aan die kante van staal- en houtrame aanbring;
- kloue onder toesig aan staalvensters en -deurkossyne aanbring;
- sand, klip en sement afmeet;
- groottes van muur- en vloerteëls meet;
- voeg met bry vul en die agterkant van klipwerk opvul nadat dit aangebring is;
- voeg in stene en teëlvloere met bry vul en skoonmaak;
- bekisting ophys en in posisie plaas maar nie vassit nie;
- staal ophys en onder toesig in posisie plaas;
- stopverf knie totdat dit die regte stewigheid het;
- beton lê en gelykmaak, 'n betontriller bedien en onder toesig help met afvlakwerk;
- los teëls op oppervlakke lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;

loading and unloading materials and goods;
 mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision, attending to fires and cleaning up;
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
 mixing concrete by hand or machine under supervision;
 oiling and greasing machinery when not in operation;
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint under supervision;
 priming of surfaces with bitumastic or waterproofing solutions;
 preparing roofs, including scraping and wire-brushing prior to painting;
 painting of joints and backs of stone with waterproofing compound;
 preservative painting of all builders' plant;
 removing rust and scale from iron and steel surfaces, provided no chemicals are used;
 removing loose and flaking paint from gutters, drainpipes or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;
 removing plaster from steel or wood surfaces in new buildings prior to painting;
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisans' work is done by unskilled labourer;
 washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
 use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
 raking out of brick joints and preparation of surfaces for plastering;
 removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
 scraping down finished faces of products using a wire steel brush or scrubbing brush by hand;
 shovelling materials into, or removing them from mortar or concrete mixing machines; sieving sand and mixing mortar or concrete by hand with shovels;
 stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;
 stripping shuttering under supervision;
 setting up of moulds, and stripping of casings and castings;
 tamping of the filling in moulds excluding the use of plasterers' trowels;
 treating timber with preservative under supervision;
 tying of roof tiles with wire;
 washing down bricks and concrete with scrubbing brushes and cleaning used bricks;
 wedging up wood props under supervision;
 working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;
 assisting artisans or higher graded workers wherever necessary, but not to perform skilled work, or work defined as that of Operative Grade I or Operative Grade II.

"voucher" means the official voucher issued by the Council, and "voucher" and "stamp" shall have the same meaning for the purposes of this Agreement.

"wage" means that portion of the remuneration payable in money to an employee in respect of the hours of work laid down in Clause 10 of the Agreement published in Government Notice No. 1323 of 17th August, 1962, as may be amended from time to time or which is prescribed in the relevant clause of any succeeding Agreement, provided that, if an employer regularly pays an employee in respect of such hours of work an amount higher than that prescribed in Clause 4 of the Agreement published in Government Notice No. 1323 of 17th August, 1962, as may be amended from time to time, or which is prescribed in the relevant clause of any succeeding Agreement, it means such higher amount.

geboue en latrines wat deur Bantoes-geokkupeer en gebruik word en ruwe timmerwerk soos balke en die onderkant van vloere afwit en teer of dergelike produkte in verband daarmee gebruik, met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae nadat 'n gebou voltooi is, uit hierdie omskrywing uitgesluit word;
 materiaal en goedere op- en aflaai;
 mastikasfalt in potte meng, gemengde materiaal dra na aanbringplek en mastik wat gelé is, onder toesig opvryf totdat dit koud is, vure in stand hou en skoonmaakwerk verrig;
 asfaltmacadam meng, materiaal op aanbringplek aflaai en plaas, rolwerk met handrollers verrig;
 beton onder toesig met die hand of 'n masjien meng;
 masjinerie olie en smeer wanneer dit nie aan die gang is nie;
 asfalt- en/of ander komposisieplate en -dakke onder toesig met bitumineuse aluminiumverf of spuit;
 grondlae van bitumastiek of waterdigtingsoplossing op oppervlakke aanbring;
 dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;
 voëe en agterkante van klipwerk met waterdigtingsmengsels verf;
 alé bouersuitrusting met preserveermiddels verf;
 roes en ketesteen verwyder van yster- en staaloppervlakke, mits geen chemikalieë gebruik word nie;
 verf en geskilferde verf verwyder van geute, geutpype of ander oppervlakke, met dien verstande dat, wanneer 'n blaaslamp of verfoplosmiddel gebruik word, die werk onder toesig verrig moet word;
 pleister van staal- en houtoppervlakke in nuwe geboue verwyder voordat dit geveer word;
 die witkalk afskraap en afvryf van oppervlakke wat voorheen afgewit is, maar sonder om herstelwerk aan die oppervlakke te verrig;
 mure of ander oppervlakke afskraap of afwas met die doel om dit te verf, met dien verstande dat geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie of dat geen ambagswerk deur 'n ongeskoolde arbeider verrig word nie;
 nuwe gegalvaniseerde oppervlakke afwas voordat dit geveer word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;
 skuurmiddels van alle soorte, met inbegrip van vryfmiddels, op voorbereidingswerk in verband met verf- en spuitwerk met die hand verrig met inbegrip daarvan dat skuurpapier wat nie van 'n fyner graad as Oakey se No. 2-sterkte of die ekwivalent daarvan is nie, vir enigeen van hierdie skoonmaakprosesse gebruik mag word, maar geen ander borsels as skropborsels of draadborsels mag gebruik word nie;
 voëe tussen stene uitkrap en oppervlakke vir pleisterwerk gereedmaak;
 vlekke en sement van klip-, kunsklip-, leiklip-, terra-cotta- of dergelike oppervlakke met karborundumblokke of vrymasjiene verwyder;
 afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staaldraadborsel of 'n skropborsel te gebruik;
 materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of dit daaruit haal, sand sif en dagha of beton meng deur skopgrawe te gebruik;
 nate van vorms onder toesig met gips met die hand of met behulp van 'n stukkie blik toestop;
 bekisting onder toesig afbreek;
 vorms opstel en omhulsels en bekisting afbreek;
 die vulsel in vorms vasstamp sonder om die troffels van pleisterraas te gebruik;
 timmerhout onder toesig met preserveermiddels behandel;
 dakteëls met draad vasbind;
 steen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak;
 houtstutte onder toesig opkeil;
 met klopbore werk of hamers en ponse gebruik vir die splits van klip of die boor van tapgate;
 ambagsmanne of werkers van 'n hoër graad bystaan, waar nodig, sonder om geskoolde arbeid of werk wat as dié van 'n werkman graad I of 'n werkman graad II omskryf is, te verrig;

"bewys" die amptelike bewys deur die Raad uitgereik, en by die toepassing van hierdie Ooreenkoms het "bewys" en "seël" dieselfde betekenis;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van die werke vasgestel in klousule 10 van die Ooreenkoms wat by Goewermentskennisgewing No. 1323 van 17 Augustus 1962, soos van tyd tot tyd gewysig, gepubliseer is, of wat in die betrokke klousule van enige daaropvolgende Ooreenkoms voorgeskryf word, met dien verstande dat as 'n werknemer 'n werknemer gereeld ten opsigte van sodanige werke 'n hoër bedrag betaal as dié voorgeskryf in klousule 4 van die Ooreenkoms wat by Goewermentskennisgewing No. 1323 van 17 Augustus 1962, soos van tyd tot tyd gewysig, gepubliseer is of wat in die betrokke klousule van enige daaropvolgende Ooreenkoms voorgeskryf word, dit sodanige hoër bedrag beteken;

"week" means from Monday to Friday;

"working employer" or "partner" means an employer or any partner in a partnership who is an employer, and who himself performs any work included in the definition of the industry;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, and the annual holiday prescribed in Clause 14 of this Agreement in respect of the hours of work laid down in Clause 10 of the Agreement published in Government Notice No. 1323 of 17th August, 1962, as may be amended from time to time, or which is prescribed in the relevant clause of any succeeding Agreement.

4. ESTABLISHMENT AND OPERATION OF THE HOLIDAY FUND.

(1) (a) The operation of the fund established under Government Notice No. 2688 of 21st November, 1952 (as amended), and known as "The Transvaal Holiday Fund for the Building Industry", hereinafter referred to as the "fund", shall continue in accordance with the provisions set out in this Agreement.

(b) The Fund shall consist of—

- (i) all moneys accruing under the provisions of Clause 9;
- (ii) any other moneys to which the Fund may become entitled.

(2) All moneys accruing to the Fund shall be deposited in a separate account with a registered bank to the credit of the Fund within two days after receipt thereof.

(3) The moneys of the Fund shall be used for payments in accordance with the provisions of Clause 11 of this Agreement.

(4) (i) Any moneys not required to meet current payments may be invested from time to time in—

- (a) Stock of the Government of the Republic of South Africa or local Government Stock;
- (b) National savings certificates;
- (c) Post Office savings accounts or certificates;
- (d) Savings accounts, permanent shares or fixed deposits in registered building societies or banks or in any other manner approved by the Registrar.

(ii) Any interest accruing from investments made in terms of sub-paragraph (4) (i) hereof shall accrue to the general funds of the Council.

(5) All payments from the Fund shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Council, and counter-signed by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

5. ADMINISTRATION OF THE FUND.

(1) The Fund shall be administered by the Council.

(2) The Council shall appoint a Secretary who shall be known as the Secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund.

(3) The expenses of the Fund shall be paid from the General Funds of the Council.

(4) The Council may issue expressions of opinion not inconsistent with the provisions of this Agreement for the guidance of employers and employees.

6. AUDIT OF THE FUND.

(1) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Fund at least once annually and not later than 15th March in each year, prepare a statement showing—

- (i) all moneys received in terms of the provisions of this Agreement;
- (ii) expenditure incurred under all headings, during the 12 months ending 31st December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(2) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the Auditor and counter-signed by the Chairman of the Council, together with any report made by the Auditor thereon, shall be lodged with the Secretary for Labour within three months of the close of the period covered by such statement and balance sheet.

7. PAYMENTS TO APPRENTICES IN RESPECT OF ANNUAL LEAVE AND SPECIFIED PUBLIC HOLIDAYS.

(1) Every employer shall pay to each apprentice in his employ on the last pay day prior to the commencement of the holiday period referred to in Clause 14, the wages which such apprentice would have earned if he had continued to work for his employer during the said holiday period; provided that, in the event of an apprentice whose contract of employment is terminated prior to the last pay day preceding the commencement of the holiday period, the employer shall pay to such apprentice an amount not less than $\frac{1}{4}$ of his current weekly wage in respect of each completed month of employment during the year preceding such holiday.

"week" van Maandag tot Vrydag;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat 'n werkgewer is en wat self werk doen wat in die omskrywing van die Nywerheid ingesluit is;

"werkdag" enige ander dag as Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag, en die jaarlikse vakansie voorgeskryf in klousule 14 van hierdie Ooreenkoms ten opsigte van die werkure vasgestel in klousule 10 van die Ooreenkoms wat by Goewermentskennisgewing No. 1323 van 17 Augustus 1962, soos van tyd tot tyd gewysig, gepubliseer is, of wat by die betrokke klousule van enige daaropvolgende Ooreenkoms voorgeskryf word.

4. STIGTING EN WERKING VAN DIE VAKANSIEFONDS.

(1) (a) Die werking van die fonds wat ingevolge Goewermentskennisgewing No. 2688 van 21 November 1952 (soos gewysig), gestig is en wat as "Die Vakansiefonds vir die Bounywerheid, Transvaal" bekend staan, hieronder die "Fonds" genoem, gaan voort ooreenkomstig die bepalings wat in hierdie Ooreenkoms vervat is.

(b) Die Fonds bestaan uit—

- (i) alle geld wat ingevolge die bepalings van klousule 9 opgehoop het;
- (ii) ander geld waarop die Fonds geregtig kan word.

(2) Alle geld wat die Fonds toekom, moet binne twee dae na ontvangs daarvan op 'n aparte rekening by 'n geregistreerde bank in die krediet van die Fonds inbetaal word.

(3) Die geld van die Fonds moet gebruik word om bedrae ingevolge die bepalings van klousule 11 van hierdie Ooreenkoms te betaal.

(4) (i) Alle geld wat nie nodig is om lopende bedrae te betaal nie, kan van tyd tot tyd in die volgende belê word:—

- (a) Effekte van die Regering van die Republiek van Suid-Afrika of plaaslike Staatseffekte;
- (b) Nasionale Spaarsertifikate;
- (c) Opspaarrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke, of op 'n ander wyse deur die Registrateur goedgekeur.

(ii) Alle rente verkry van bedrae wat ingevolge die bepalings van subklousule (4) (i) hiervan belê is, kom die algemene fonds van die Raad toe.

(5) Alle uitbetalings uit die Fonds moet per tjek, onderteken deur die Voorsitter, Ondervoorsitter of dié ander lede en plaasvervangers van die Raad, en medeonderteken deur die Sekretaris of dié ander plaasvervangers van die Sekretaris waarop die Raad van tyd tot tyd kan besluit, gedoen word.

5. ADMINISTRASIE VAN DIE FONDS.

(1) Die Fonds word deur die Raad geadminestreer.

(2) Die Raad stel 'n Sekretaris aan wat as die Sekretaris van die Fonds bekend staan, asook ander personeel wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(3) Die uitgawes van die Fonds word uit die algemene fonds van die Raad bestry.

(4) Die Raad kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings van hierdie Ooreenkoms srydig is nie.

6. OUDITERING VAN DIE FONDS.

(1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fonds ouditeer en voor of op die 15de Maart elke jaar 'n staat opstel wat die volgende aantoon:—

- (i) Alle geld wat ingevolge die bepalings van hierdie Ooreenkoms ontvang word;
- (ii) uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon.

(2) Die geouditeerde staat en die balansstaat van die Fonds moet daarna by die kantoor van die Raad vir inspeksie lê en kopieë daarvan, behoorlik deur die Ouditeur onderteken, en deur die Voorsitter van die Raad medeonderteken, tesame met 'n verslag wat die Ouditeur daarvoor uitgebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Arbeid ingedien word.

7. BEDRAE AAN VAKLEERLINGE BETAALBAAR TEN OPSIGTE VAN JAARLIKSE VERLOF EN GESPEKIFISEERDE OPENBARE VAKANSIEDAE.

(1) Elke werkgewer moet aan elke vakleerling in sy diens op die laaste betaaldag voor die aanvang van die vakansie tydperk in klousule 14 bedoel, die loon betaal wat sodanige vakleerling sou verdien het as hy aangehou het om gedurende genoemde vakansie tydperk vir sy werkgewer te werk; met dien verstande dat in die geval van 'n vakleerling wie se dienskontrak beëindig word vóór die laaste betaaldag voor die aanvang van die vakansie tydperk, die werkgewer dié vakleerling 'n bedrag van minstens 'n kwart van sy huidige weekloon ten opsigte van elke voltooiende maand diens gedurende die jaar wat sodanige vakansie voorafgaan, moet betaal.

(2) An employer shall also pay to each apprentice in his employ the wages in respect of Good Friday, Easter Monday, Ascension Day, and when not included in the holiday period prescribed in Clause 14, Day of the Covenant, Christmas Day and New Year's Day which such apprentice would have earned if he had continued to work for his employer during the said public holidays. Such payments shall be made on the first pay day following the said public holidays prescribed in this sub-clause.

8. HOLIDAY FUND ALLOWANCE PAYABLE IN CASH TO SPECIFIED EMPLOYEES.

In addition to any other remuneration to which any of the following classes of employees shall be entitled under any other Agreement of the Council published in terms of section forty-eight of the Act, every employer shall pay to each employee who has worked for him less than 8 hours in any week, Monday to Friday inclusive, or who has worked previously for 8 hours or more for another employer during such week, the following amounts in cash each week or on termination of employment if such termination occurs prior to the pay-day of such week in respect of each hour worked for him during such week, provided that no payment shall be made in terms of this Clause to employees in respect of overtime or work performed on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day or any day falling within the annual holiday period prescribed in Clause 14 of this Agreement:—

Class of Employee.	Hourly Holiday Fund Allowance.
	R
(i) Operative, Grade I.....	0.03
(ii) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	0.03½
(bb) over 7,700 lb.....	0.04½
(iii) Operator of a power driven crane.....	0.04½
(iv) Employees in all other trades or occupations excluding apprentices, operators of hoists, drivers of mechanical dumpers, operative Grade II, unskilled labourers and employees engaged on patrolling premises and guarding property.....	0.07½

9. HOLIDAY FUND ALLOWANCE PAYABLE TO THE FUND IN RESPECT OF SPECIFIED EMPLOYEES.

(1) In addition to any other remuneration to which any of the following classes of employees shall be entitled under any other Agreement of the Council published in terms of section forty-eight of the Act, every employer shall, in respect of each member of the following classes of employees in his employ who has worked for him for eight hours or more in any week, excluding employees who have worked previously for eight hours or more for another employer during such week, pay the following amounts each week to the Fund:—

Class of Employee.	Weekly Amount.
	R
(a) Operative Grade I.....	1.20
(b) Driver of a Mechanical Vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	1.40
(bb) Over 7,700 lb.....	1.87
(c) Operator of a power-driven crane.....	1.87
(d) Employees in all other trades or occupations excluding apprentices, operators of hoists, drivers of mechanical dumpers, operative Grade II, unskilled labourers, and employees engaged on patrolling premises and guarding property.....	2.90

(2) Where an employee has worked for an employer for eight hours or more in any week but less than the maximum number of ordinary hours prescribed in any other published Agreement of the Council for such employee for that week, such employer may deduct from the earnings due to that employee in respect of that week, an amount equal to the relevant hourly rate as set forth hereunder, multiplied by the difference between the said maximum number of ordinary hours and the number of ordinary hours actually worked by that employee during that week, provided that the aforementioned deduction may only be made by the first employer who employs the employee for eight hours or more during any particular week.

(2) 'n Werkgewer moet ook elke vakleerling in sy diens die loon ten opsigte van Paasmaandag, Goeie Vrydag, Hemelvaartdag, en, wanneer hulle nie in die vakansietydperk voorgeskryf by klousule 14 ingesluit is nie, Geloftedag, Kersdag en Nuwejaarsdag betaal wat sodanige vakleerling sou verdien het as hy voortgegaan het om gedurende genoemde openbare vakansiedae vir sy werkgewer te werk. Sodanige bedrae moet betaal word op die eerste betaaldag wat volg op genoemde openbare vakansiedae in hierdie subklousule voorgeskryf.

8. VAKANSIEFONDSTOELAE IN KONTANT AAN GESPESEIFIEERDE WERKNEMERS BETAALBAAR.

Benewens enige ander besoldiging waarop die volgende klasse werknemers kragtens 'n ander Ooreenkoms van die Raad, gepubliseer ingevolge artikel agt-en-veertig van die Wet, geregtig is, moet elke werkgewer elke werknemer wat minder as 8 uur in 'n week vir hom gewerk het, Maandag tot en met Vrydag, of wat voorheen 8 uur of langer vir 'n ander werkgewer gedurende sodanige week gewerk het, die volgende bedrae weekliks betaal in kontant of by diensbeëindiging indien sodanige beëindiging vóór die betaaldag van sodanige week val, ten opsigte van elke uur gedurende sodanige week vir hom gewerk, met dien verstande dat geen bedrag ingevolge die bepaling van hierdie klousule betaal word nie ten opsigte van oortyd wat op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag of 'n dag wat binne die jaarlikse verlof voorgeskryf by klousule 14 van hierdie Ooreenkoms val:—

Klas werknemer.	Uurlikse vakansiefondstoelae.
	R
(i) Werkman, graad I.....	0.03
(ii) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is, of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	0.03½
(bb) meer as 7,700 pond.....	0.04½
(iii) Bediener van 'n kragaangedrewe hyskraan..	0.04½
(iv) Werknemers in alle bedrywe of beroepe, uitgesonderd vakleerlinge, hyserbedieners, bestuurders van meganiese storters, werkmans graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak.....	0.07½

9. VAKANSIEFONDSTOELAE AAN DIE FONDS BETAALBAAR TEN OPSIGTE VAN GESPESEIFIEERDE WERKNEMERS.

(1) Benewens enige ander besoldiging waarop die volgende klasse werknemers kragtens 'n ander Ooreenkoms van die Raad, gepubliseer ingevolge artikel agt-en-veertig van die Wet, geregtig is, moet elke werkgewer ten opsigte van elke lid van die volgende klasse werknemers in sy diens wat agt uur of langer in 'n week vir hom gewerk het, uitgesonderd werknemers wat voorheen agt uur of langer vir 'n ander werkgewer gedurende sodanige week gewerk het, elke week die volgende bedrae aan die Fonds betaal:—

Klas werknemer.	Weeklikse bedrag.
	R
(a) Werkman, graad I.....	1.20
(b) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	1.40
(bb) meer as 7,700 pond.....	1.87
(c) Bediener van 'n kragaangedrewe hyskraan....	1.87
(d) Werknemers in alle bedrywe of beroepe, uitgesonderd vakleerlinge, hyserbedieners, bestuurders van meganiese storters, werkmans graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak.....	2.90

(2) Waar 'n werknemer agt uur of meer in 'n week maar minder as die maksimum getal gewone werkure, voorgeskryf in 'n ander gepubliseerde Ooreenkoms van die Raad vir sodanige werknemer, vir 'n werkgewer gewerk het, mag sodanige werkgewer van die verdienste aan daardie werknemer ten opsigte van daardie week verskuldig 'n bedrag aftrek wat gelyk is aan die uurloonskaal wat hieronder genoem word, vermenigvuldig met die verskil tussen genoemde maksimum getal gewone werkure en die getal gewone ure werklik gedurende daardie week deur daardie werknemer gewerk, met dien verstande dat bogenoemde bedrag slegs deur die eerste werkgewer wat die werknemer vir agt uur of meer gedurende 'n bepaalde week in diens neem, afgetrek mag word.

Class of Employee.	Hourly Holiday Fund Rate.
	R
(a) Operative Grade I.....	0.03
(b) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	0.03½
(bb) Over 7,700 lb.....	0.04½
(c) Operator of a power-driven crane.....	0.04½
(d) Employees in all other trades or occupations excluding apprentices, operators of joists, drivers of mechanical dumpers, operative Grade II, unskilled labourers and employees engaged on patrolling premises and guarding property.....	0.07½

(3) For each amount paid into the Fund by an employer in terms of sub-clause (1) hereof, the Secretary of the Fund shall issue a voucher to such employer.

(4) Every employer shall, in respect of each amount paid into the Fund in terms of sub-clause (1) hereof, issue a voucher on every pay day to each of the classes of his employees to whom this Agreement applies, and such employee shall be bound by the provisions of this Agreement to accept the said voucher.

(5) Every employer shall, at all times, maintain an adequate supply of the vouchers referred to in sub-clause (3) hereof which shall be obtained from the Secretary of the Fund; provided that an employer may obtain a refund from the Fund of the value of any unused vouchers. An application for such refund shall be made to the Secretary of the Fund not later than six months after the date of expiration of this Agreement.

(6) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of this clause on due date shall pay interest at the rate of 6% (six per cent) per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

(7) The Council may, at its discretion, combine the voucher referred to in sub-clause (3) hereof, with any other vouchers already issued by the Council in respect of any other funds administered by it, and, the combined voucher shall be in such form as may be determined by the Council from time to time.

(8) Vouchers issued in accordance with the provisions of this Agreement are not transferable and any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows and/or lends any vouchers shall forthwith cease to be entitled to any value attached to such vouchers; vouchers shall not be issued by an employer to an employee otherwise than in accordance with the provisions of this Agreement and the value of vouchers obtained by either employer or employee in any manner other than that prescribed in this Agreement shall be forfeited to the general funds of the Council.

(9) No employer shall issue more than 49 vouchers to an employee in respect of any single year who has been in continuous employment.

(10) No employee shall be entitled to payment from the Fund of any amount in excess of 49 vouchers in respect of any single year.

10. CONTRIBUTION CARDS.

(1) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding within twenty days of accepting employment in the industry, and every employer, upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card within twenty days of the date of commencement of his employment.

(2) Application forms in respect of contribution cards shall be obtainable from the Secretary of the Fund and be in such form as may be determined by the Council from time to time.

(3) The Secretary shall maintain an alphabetical and numerical register of all applications for contribution cards and allocate a specific number in respect of each applicant which shall be recorded on the contribution card. The said register shall provide the following information in respect of each employee upon whom the provisions of this Agreement are binding:—

- Full name.
- Date of birth.
- Identity card number.
- Trade or occupation.
- Race and nationality.
- Specific number allocated by the Fund.

Klas werknemer.	Uurlike vakansiefondstaries.
	R
(a) Werkman, graad I.....	0.03
(b) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	0.03½
(bb) meer as 7,700 pond.....	0.04½
(c) Bediener van 'n kragaangedrewe hyskraan....	0.04½
(d) Werknemers in alle bedrywe of beroepe, uitgesonderd vakleerlinge, hysbedieners, bestuurders van meganiese storters, werkmans graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak....	0.07½

(3) Vir elke bedrag wat 'n werkgever ingevolge die bepaling van subklousule (1) hiervan in die Fonds inbetaal, moet die Sekretaris van die Raad 'n bewys aan sodanige werkgever uitreik.

(4) Elke werkgever moet ten opsigte van elke bedrag wat ingevolge die bepaling van subklousule (1) hiervan in die Fonds inbetaal word, op elke betaaldag 'n bewys aan al die klasse werknemers op wie hierdie Ooreenkoms van toepassing is, uitreik, en sodanige werknemers is verplig om ingevolge die bepaling van hierdie Ooreenkoms genoemde bewys aan te neem.

(5) Elke werkgever moet te alle tye 'n voldoende voorraad hou van die bewyse wat in subklousule (3) hiervan bedoel word en wat van die Sekretaris verkrygbaar is; met dien verstande dat 'n werkgever 'n terugbetaling uit die Fonds kan verkry vir die bedrag van alle ongebruikte bewyse. Aansoek om sodanige terugbetaling moet hoogstens ses maande ná die afloopdatum van hierdie Ooreenkoms by die Sekretaris van die Raad gedoen word.

(6) 'n Werkgever wat in gebreke bly of nalaat om die bewyse, wat ingevolge die bepaling van hierdie klousule voorgeskryf word, op die voorgeskryfde datum te koop of uit te reik, moet rente teen 'n koers van 6% (ses persent) per jaar op die waarde van sodanige bewyse betaal van die datum af wanneer hulle gekoop moes word tot die datum waarop hulle werklik gekoop is.

(7) Die Raad kan na goedvinde die bewys wat in subklousule (3) hiervan bedoel word, kombineer met ander bewyse wat reeds uitgereik word ten opsigte van ander fondse wat hy administreer, en die gekombineerde bewys moet in dié vorm wees wat die Raad van tyd tot tyd kan vasstel.

(8) Bewyse uitgereik ooreenkomstig die bepaling van hierdie Ooreenkoms is nie oordraagbaar nie en 'n werkgever en/of werknemer wat bewyse afstaan, oordra, seeder, verpand, verhipotekeer, leen en/of uitleen, hou onmiddellik op om op enige waarde wat aan sodanige bewyse geheg word, geregtig te wees; 'n werkgever mag nie bewyse aan 'n werknemer uitreik nie uitgesonderd in ooreenstemming met die bepaling van hierdie Ooreenkoms, en die waarde van bewyse wat of 'n werkgever of 'n werknemer op 'n ander manier as dié wat in hierdie Ooreenkoms voorgeskryf word, verkry, word aan die algemene fonds van die Raad verbeur.

(9) Geen werkgever mag ten opsigte van een jaar meer as 49 bewyse aan 'n werknemer wat in ononderbroke diens was, uitreik nie.

(10) Geen werknemer is geregtig op betaling van meer as die waarde van 49 bewyse ten opsigte van een jaar uit die Fonds nie.

10. BYDRAEKAARTE.

(1) Elke werknemer vir wie die bepaling van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy in die Nywerheid diens aanvaar het, om 'n bydraekaart aansoek doen en elke werkgever vir wie die bepaling van hierdie Ooreenkoms bindend is, moet seker maak dat sodanige werknemer binne 20 dae na sy indiensneming 'n bydraekaart besit.

(2) Aansoekvorms ten opsigte van bydraekaarte is van die Sekretaris van die Fonds verkrygbaar en moet in dié vorm wees wat die Raad van tyd tot tyd vasstel.

(3) Die Sekretaris hou 'n alfabetiese en numerieke register van alle aansoeke om bydraekaarte en ken 'n spesifieke nommer wat op die bydraekaart aangeteken moet word, aan elke applikant toe. Genoemde register verskaf die volgende inligting ten opsigte van elke werknemer vir wie die bepaling van hierdie Ooreenkoms bindend is:—

- Volle naam;
- geboortedatum;
- persoonsnommer;
- bedryf of beroep;
- ras en nasionaliteit;
- spesifieke nommer deur die Fonds toegeken.

(4) Every employee, upon being issued by his employer with a voucher in terms of clause 9 (4) shall immediately affix such voucher in his contribution card which shall be retained by the employee to whom it has been issued by the Council.

(5) The Fund shall only recognise contribution cards issued by the Council and all contribution cards shall remain the property of the Council.

(6) The closing date in the contribution card shall be the last Friday in October and all vouchers issued to an employee in terms of clause 9 (4) subsequent to the last Friday in October, shall be affixed in his contribution card for the ensuing year and payment in respect of such vouchers shall be effected in such ensuing year.

(7) Every employer upon whom the provisions of this Agreement are binding shall be required to note in his records the specific number allocated by the Fund to every employee upon whom the provisions of this Agreement are binding.

(8) Every employee upon whom this Agreement is binding shall within twenty days produce his contribution card, upon being so requested by the Secretary of the Fund, any official of the Council, or his employer.

(9) Contribution cards, issued in accordance with the provisions of this Agreement, are not transferable and any employee who assigns, transfers, cedes, pledges, hypothecates, borrows and/or lends a contribution card shall forthwith cease to be entitled to any value attached to any vouchers therein affixed which shall be forfeited to the general funds of the Council.

(10) The Council may, at its discretion, combine the contribution card with any other contribution cards issued by the Council in respect of any other funds administered by it, and it shall be in such form as may be determined by the Council from time to time.

11. PAYMENTS FROM THE FUND TO SPECIFIED EMPLOYEES IN RESPECT OF ANNUAL LEAVE AND SPECIFIED PUBLIC HOLIDAYS.

(1) No payment shall be made from the Fund in respect of vouchers issued in terms of clause 9 (6) unless such vouchers are affixed in the contribution card in accordance with clause 10 (4).

(2) No payment shall be made from the Fund in respect of vouchers which have erasures or have been destroyed or mutilated; provided that the Council shall have the right to authorise payment in its discretion.

(3) No payment shall be made from the Fund in respect of vouchers before the annual holiday period, subject to the provisions of sub-clause (10) hereof; provided that the Council may authorise the Secretary of the Fund to make payment to any employee for any good reason determined by the Council.

(4) No payment shall be made from the Fund in respect of vouchers issued in terms of clause 9 (4) and lodged with the Council to any person other than the employee whose name has been inserted by the Council on the contribution card in which such vouchers are contained.

(5) In the event of death of an employee, the amount due from the Fund shall be paid to his Estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate and all vouchers issued in terms of clause 9 (4) to the deceased being lodged with the Secretary of the Fund.

(6) As early as possible after the last Friday in October, and not later than 20th November, each employee shall deposit his contribution card with the Secretary of the Fund in exchange for a receipt and new contribution card. The Secretary shall calculate the amount of the vouchers affixed in his contribution card and pay to the employee in accordance with the provisions of clause 4 (5) the total holiday fund value of all such vouchers on a date not later than the day prior to the commencement of the holiday period prescribed in clause 14.

(7) Contribution cards handed in after 20th November shall be retained until after the annual holiday period for payment; provided that the Council shall have the right to authorise payment, in its discretion, and upon such terms and conditions as it may deem necessary.

(8) If an employee should fail or omit to claim the value of vouchers issued to him in terms of clause 9 (4) within a period of twelve months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after twelve months upon production of such vouchers.

(9) All employees specified in clause 9 (1) (e) may, in respect of time lost on Good Friday, Easter Monday and Ascension Day, apply to their employers for payment provided that such employees have vouchers issued to them in terms of clause 9 (4) duly affixed to their contribution cards, as referred to in clause 10 (4) hereof, the holiday fund value of which shall be equivalent to the payment claimed from the employer.

(4) Elke werknemer moet, wanneer sy werkgever 'n bewys aan hom uitreik ingevolge die bepalings van klousule 9 (4), onmiddellik sodanige bewys in sy bydraekaart plak, en die bydraekaart moet deur die werknemer aan wie die Raad dit uitgereik het, gehou word.

(5) Die Fonds erken slegs bydraekaarte wat deur die Raad uitgereik is en alle bydraekaarte bly die eiendom van die Raad.

(6) Die sluitingsdatum in die bydraekaart is die laaste Vrydag in Oktober en alle bewyse aan 'n werknemer uitgereik ingevolge die bepalings van klousule 9 (4) ná die laaste Vrydag in Oktober, moet in sy bydraekaart vir die volgende jaar geplak word en betaling ten opsigte van sodanige bewyse moet gedurende die daaropvolgende jaar geskied.

(7) Elke werkgever vir wie die bepalings van hierdie Ooreenkoms bindend is, moet in sy registers die bepaalde nommer aanteken wat die Fonds toegeken het aan elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is.

(8) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne 20 dae sy bydraekaart voorlê wanneer hy deur die Sekretaris van die Fonds of 'n beamppte van die Raad of sy werkgever daarom versoek word.

(9) Bydraekaarte uitgereik ooreenkomstig die bepalings van hierdie Ooreenkoms, is nie oordraagbaar nie en 'n werknemer wat 'n bydraekaart afstaan, oordra, sedeer, verpand, verhipotkeer, leen en/of uitleen, hou onmiddellik op om geregtig te wees op enige waarde wat geheg word aan bewyse wat daarin geplak is, en die waarde daarvan word aan die algemene fondse van die Raad verbeur.

(10) Die Raad kan na sy goedvinde die bydraekaart kombineer met ander bydraekaarte uitgereik deur die Raad ten opsigte van ander fondse wat hy administreer, en dit moet in die vorm wees wat die Raad van tyd tot tyd vasstel.

11. BETALINGS UIT DIE FONDS AAN GESPEFISEERDE WERKNEMERS TEN OPSIGTE VAN VERLOF EN GESPEFISEERDE OPENBARE VAKANSIEDAE.

(1) Geen bedrag mag uit die Fonds betaal word ten opsigte van bewyse wat ingevolge die bepalings van klousule 9 (6) uitgereik is nie tensy sodanige bewyse ooreenkomstig klousule 10 (4) in die bydraekaart geplak is.

(2) Geen bedrag mag uit die Fonds betaal word ten opsigte van bewyse waarop dinge uitgewis is, of wat vernietig of beskadig is nie; met dien verstande dat die Raad die reg het om betaling na goedvinde te magtig.

(3) Geen bedrag mag voor die jaarlikse vakansietydperk ten opsigte van bewyse uit die Fonds betaal word nie, behoudens die bepalings van subklousule (10) hiervan; met dien verstande dat die Raad die Sekretaris van die Raad kan magtig om 'n werknemer om 'n voldoende rede deur die Raad vasgestel, te betaal.

(4) Geen bedrag mag uit die Fonds betaal word nie ten opsigte van bewyse wat ingevolge die bepalings van klousule 9 (4) uitgereik is en by die Raad ingedien word ten opsigte van 'n ander persoon as die werknemer wie se naam deur die Raad op die bydraekaart waarin die bewyse geplak is, aangebring is.

(5) Ingeval 'n werknemer te sterwe kom, word die bedrag wat uit die Fonds verskuldig is, per tjek wat ten gunste van sodanige boedel uitgemaak is, aan sy boedel betaal nadat 'n gesertifiseerde kopie van die doodsertifikaat en alle bewyse ingevolge klousule 9 (4) uitgereik aan die Sekretaris van die Fonds voorgelê is.

(6) So gou moontlik na die laaste Vrydag in Oktober en uiterlik op 20 November moet elke werknemer sy bydraekaart by die Sekretaris van die Fonds inlewer in ruil vir 'n kwitansie en 'n nuwe bydraekaart. Die Sekretaris moet die bedrag van die bewyse wat in sy kaart geplak is, bereken en aan die werknemer in ooreenstemming met die bepalings van klousule 4 (5) die totale vakansiefondswaarde van al sodanige bewyse op 'n datum vóór of op die dag vóór die aanvang van die vakansietydperk in klousule 14 voorgeskryf, betaal.

(7) Bydraekaarte wat ná 20 November ingelewer is, moet tot na die jaarlikse vakansietydperk vir betaling oorgehou word; met dien verstande dat die Raad die reg het om na goedvinde en op die voorwaardes wat hy nodig ag, betaling te magtig.

(8) As 'n werknemer in gebreke sou bly of nalaat om die waarde van bewyse op te eis wat ingevolge die bepalings van klousule 9 (4) aan hom uitgereik is, binne 'n tydperk van 12 maande van die datum af waarop die vakansie ten einde loop, word die waarde daarvan verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise vir betaling wat ná 12 maande ingedien word, oorweeg wanneer dié bewyse voorgelê word.

(9) Alle werknemers wat in klousule 9 (1) (e) gespesifiseer word, kan ten opsigte van tyd wat op Goede Vrydag, Paasmaandag en Hemelvaartdag verloor word, by hul werkgevers aansoek om betaling doen, mits sodanige werknemers bewyse het wat ingevolge die bepalings van klousule 9 (4) aan hulle uitgereik is en wat behoorlik in hul bydraekaarte geplak is, soos in klousule 10 (4) hiervan bedoel, en die vakansiefondswaarde van sodanige bewyse moet gelyk wees aan die bedrag wat van die werkgever geëis word.

(10) If an employee makes application for an amount in terms of sub-clause (9) hereof, the following conditions shall apply:—

- (a) The employee shall sign the form provided in his contribution card in respect of the holiday for which payment is required and deposit this form together with his contribution card with his employer four days before the pay-day following the holiday in respect of which payment is required;
- (b) upon receipt of the form and contribution card referred to in paragraph (a), an employer shall pay to the employee concerned the full value of the Fund's portion of the affixed vouchers on the pay day following such holiday;
- (c) the employer shall be entitled to recover from the Fund, the amount paid to an employee in terms of paragraph (b) provided such employer lodges the form and contribution card referred to in paragraph (a) hereof, duly completed, with the Secretary of the Fund before 20th November of each year;
- (d) (i) an employer shall not be entitled to a refund if there are no vouchers affixed to the contribution card;
- (ii) if the payment to the employee was in excess of the value of the Fund's portion of the vouchers, the Fund will refund to such employer only the actual value of the Fund's portion of the vouchers;
- (e) any amount paid to an employee in terms of sub-clause (9) hereof shall be deducted from the amount payable to an employee in terms of sub-clause (6) hereof.

12. EXPIRY OF THE AGREEMENT.

(1) (a) Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent Agreement being negotiated for the purpose of continuing the operations of the Fund within six months from the expiry of this Agreement or any extension thereof, the Fund shall continue to be administered by the Council, and in the event of a subsequent Agreement not being negotiated within a period of two years from the date of expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the Council in terms of clause 13.

(b) In the event of the Council being unable to administer and/or liquidate the Fund in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and who shall possess all the power of the Council for such purposes.

(2) (a) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Fund shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

(b) In the event of the Council in office at the time being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council, and such trustee or trustees shall possess all the power of the Council for such purposes.

(c) Upon the expiration of this Agreement, subject to the provisions of sub-clauses (1) and (2) hereof, the Fund shall be liquidated in terms of clause 13 of this Agreement by the Council in office at the time or the trustee or trustees appointed by the Registrar.

13. LIQUIDATION OF THE FUND.

(1) Upon the expiry of this Agreement or any extension thereof, and subject to the provisions of clause 12 (1) (a) of this Agreement, the Council in office at the time or the trustee or trustees appointed by the Registrar in terms of clause 12 shall continue to administer the Fund for a period of twelve months in order to pay out moneys due to employees, and, subject to the approval of the Registrar, any moneys standing to the credit of the fund after the said period of twelve months shall be forfeited and shall accrue to the general funds of the Council.

(2) If upon the expiration of the said period of twelve months the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as follows:—

- (i) Two-fifths to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;
- (ii) two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement;

(10) As 'n werknemer ingevolge die bepalinge van subklousule (9) hiervan aansoek om 'n bedrag doen, is die volgende bepalinge van toepassing:—

- (a) Die werknemer moet die vorm wat verskaf word in sy bydraekaart ten opsigte van die vakansie waarvoor betaling verlang word, teken en die vorm saam met sy bydraekaart vier dae vóór die betaaldag wat volg op die vakansie ten opsigte waarvan betaling geëis word, by sy werkgever inlewer;
- (b) wanneer 'n werkgever die vorm en bydraekaart ontvang wat in paragraaf (a) bedoel word, moet hy die betrokke werknemer die volle waarde van die Fonds se aandeel van die aangehegte bewyse betaal op die betaaldag wat op sodanige vakansie volg;
- (c) die werkgever is daarop geregtig om die bedrag wat ingevolge die bepalinge van paragraaf (b) aan 'n werknemer betaal is, op die Fonds te verhaal, met dien verstande dat sodanige werkgever die vorm en bydraekaart wat in paragraaf (a) hiervan bedoel word, behoorlik ingevul, voor 20 November elke jaar by die Sekretaris van die Fonds indien;
- (d) (i) 'n werkgever is nie geregtig op terugbetaling as daar geen bewyse op die bydraekaart geplak is nie;
- (ii) as die bedrag wat aan die werknemer betaal is, meer is as die waarde van die Fonds se gedeelte van die bewyse, sal die Fonds aan sodanige werkgever slegs die werklike waarde van die Fonds se gedeelte van die bewyse betaal;
- (e) 'n bedrag wat ingevolge die bepalinge van subklousule (9) hiervan aan 'n werkgever betaal is, moet afgetrek word van die bedrag wat ingevolge die bepalinge van subklousule (6) hiervan aan 'n werknemer betaalbaar is.

12. VERVAL VAN DIE OOREENKOMS.

(1) (a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, en ingeval daar nie binne ses maande ná die verval van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende Ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fonds nie, word die Fonds steeds deur die Raad geadmineistreer, en, ingeval daar nie binne 'n tydperk van twee jaar van die vervaldatum van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende Ooreenkoms onderhandel word nie, moet die Raad die Fonds ingevolge die bepalinge van klousule 13 likwideer.

(b) Ingeval die Raad nie ingevolge die bepalinge van hierdie klousule die Fonds kan administreer en/of likwideer nie, en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan, wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Raad nakom en wat vir sodanige doel die bevoegdheid van die Raad het.

(2) (a) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig van die Wet, word die Fonds geadmineistreer deur die Raad wat dan bestaan. Enige vakature wat in die Raad mag ontstaan, mag deur die Registrateur uit die geledere van die werkgewers of werknemers na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Raad is.

(b) Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte te verrig of as 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad te verrig en sodanige trustee of trustees het vir die doel al die bevoegdhede van die Raad.

(c) Wanneer hierdie Ooreenkoms verval, moet die Fonds, behoudens die bepalinge van subklousule (1) en (2) hiervan, ingevolge die bepalinge van klousule 13 van hierdie Ooreenkoms deur die Raad wat dan bestaan of deur die trustee of trustees wat deur die Registrateur aangestel is, gelikwideer word.

13. LIKWIDASIE VAN DIE FONDS.

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval, en behoudens die bepalinge van klousule 12 (1) (a) van hierdie Ooreenkoms, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 12 deur die Registrateur aangestel is, voortgaan om vir 'n tydperk van 12 maande die Fonds te administreer ten einde geld wat aan werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van 12 maande in die krediet van die Fonds staan, verbeur word en die algemene fonds van die Raad toekom.

(2) As die sake van die Raad na afloop van genoemde tydperk van 12 maande reeds gelikwideer en die bates verdeel is, moet die saldo van die Fonds as volg verdeel word:—

- (i) Twee vyftes aan die werkgewersorganisasies wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasië;
- (ii) twee vyftes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word; die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;

- (iii) one-fifth to be disposed of in terms of section *thirty-four* (4) (c) of the Act.

14. ANNUAL LEAVE AND SPECIFIED PUBLIC HOLIDAYS.

(1) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:—

- (i) 1965—between 5 p.m. on the 17th December, 1965, and 7 a.m. on the 10th January, 1966;
- (ii) 1966—between 5 p.m. on the 15th December, 1966, and 7 a.m. on the 9th January, 1967;
- (iii) 1967—between 5 p.m. on the 15th December, 1967, and 7 a.m. on the 7th January, 1968;
- (iv) 1968—between 5 p.m. on the 13th December, 1968, and 7 a.m. on the 6th January, 1969;
- (v) 1969—between 5 p.m. on the 12th December, 1969, and 7 a.m. on the 5th January, 1970;
- (vi) or on Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day.

(2) No employer shall require an employee to perform work, and no employee shall perform any work in the Industry during the holiday periods prescribed in sub-clause (1) hereof nor on the specified public holidays referred to in the said sub-clause.

15. AGENTS.

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

- (a) enter any premises or place in which the Building Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;
- (c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities refer to in this clause.

16. EXHIBITION OF AGREEMENT.

Every employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act in every workshop, job or yard where he carries on business and in a conspicuous position easily accessible to all his employees.

17. EXEMPTIONS.

(1) The Council may, in writing, grant to any person or persons upon whom the provisions of this Agreement are binding an exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

(2) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted.

(3) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted, provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdrawn any certificate of exemption whether or not the period for which exemption was granted has expired.

Signed at Johannesburg, on behalf of the parties to the Council on this Seventeenth day of March, 1965.

F. L. A. BUCHANAN,
Chairman of the Council.
G. DE C. MALHERBE,
Vice-Chairman of the Council.
T. J. MARCHAND,
Secretary of the Council.

- (iii) een vyfde moet ingevolge die bepaling van artikel *vier-entertig* (4) (c) van die Wet bestee word.

14. JAARLIKSE VERLOF EN GESPEFISEERDE OPENBARE VAKANSIEDAE.

(1) Werkgewers en werknemers mag gedurende die tydperke hieronder genoem geen werk verrig nie:—

- (i) 1965—tussen 5 nm. op 17 Desember 1965 en 7 vm. op 10 Januarie 1966;
- (ii) 1966—tussen 5 nm. op 15 Desember 1966 en 7 vm. op 9 Januarie 1967;
- (iii) 1967—tussen 5 nm. op 15 Desember 1967 en 7 vm. op 7 Januarie 1968;
- (iv) 1968—tussen 5 nm. op 13 Desember 1968 en 7 vm. op 6 Januarie 1969;
- (v) 1969—tussen 5 nm. op 12 Desember 1969 en 7 vm. op 5 Januarie 1970;
- (vi) of op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag en Nuwejaarsdag.

(2) Geen werkgever mag van 'n werknemer vereis om werk te verrig, en geen werknemer mag enige werk in die Nywerheid verrig gedurende die vakansietydperke voorgeskryf in subklousule (1) hieronder of op die gespesifiseerde openbare vakansiedae wat in genoemde subklousule bedoel word nie.

15. AGENTE.

(1) Die Raad moet een of meer agente aanstel om behulpzaam te wees by die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

- (a) enige perseel of plek waarin die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy rede het om te glo dat 'n persoon daar in diens is;
- (b) elke persoon wat hy op of by die perseel of plek kry, mondeling, of alleen of in die teenwoordigheid van ander persone wat hy geskik ag in verband met sake rakende hierdie Ooreenkoms, te ondervra, en van sodanige persone te verwag om die vrae wat aan hui gestel word, te beantwoord;
- (c) te vereis dat dié tydstaats, registers en stukke wat nodig mag wees om vas te stel of die bepaling van hierdie Ooreenkoms nagekom word, voorgelê word en dit inspekteer, ondersoek en afskrifte daarvan maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy sodanige perseel betree, inspekteer of ondersoek.

(3) Elke persoon vir wie die bepaling van hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite wat in hierdie klousule bedoel word, verleen.

16. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in beide amptelike tale en in die vorm by die regulasies ingevolge die Wet voorgeskryf, by elke werkswinkel, werk of werf waar hy besigheid doen en in 'n opvallende plek wat maklik vir sy werkgewers toeganklik is, vertoon.

17. VRYSTELLINGS.

(1) Die Raad kan skriftelik aan enige persoon of persone vir wie die bepaling van hierdie Ooreenkoms bindend is, vrystelling verleen van enigeen van die bepaling van hierdie Ooreenkoms op die voorwaardes en vir die tydperk wat hy kan vasstel.

(2) 'n Vrystellingsertifikaat met die handtekening van die Sekretaris moet aan elke persoon aan wie vrystelling verleen is, uitgereik word.

(3) 'n Vrystellingsertifikaat kan te eniger tyd gedurende die tydperk waarvoor dit verleen is, deur die Raad gewysig of ingetrek word sonder dat hy 'n rede daarvoor aangee, met dien verstande dat die Raad, as hy dit dienstig ag, nadat die betrokke persoon of persone skriftelik in kennis gestel is, 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

Namens die partye by die Raad op hede die 17de dag van Maart 1965 in Johannesburg onderteken.

F. L. A. BUCHANAN,
Voorsitter van die Raad.
G. DE C. MALHERBE,
Ondervoorsitter van die Raad.
T. J. MARCHAND,
Sekretaris van die Raad.

CONTENTS.

Department of Labour.
GOVERNMENT NOTICE.

R.1784. Building and Monumental Masonry Industries, Transvaal: Holiday Fund Agreement 1

PAGE

INHOUD.

Departement van Arbeid.
GOEWERMENSKENNISGEWING.

R.1784. Bou- en Monumentklipmesselnywerheid, Transvaal: Vakansiefondsooreenkoms 1

BLADSY