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[No. 4962]

DEPARTEMENT VAN ARBEID

GOEWERMENSKENNISGEWINGS

No. R. 81 16 Januarie 1976

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID, TRANSVAAL.—WYSIGING VAN NIE-AMBAGSMANOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1977 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1977 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 gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1977 eindig, in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van bogenoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

43900—A

DEPARTMENT OF LABOUR

GOVERNMENT NOTICES

No. R. 81 16 January 1976

INDUSTRIAL CONCILIATION ACT, 1956
BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.—AMENDMENT OF
NON-ARTISAN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1977, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1977, 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 areas specified in clause 1 (2) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1977, the provisions of the Amending Agreement, excluding those contained in clause 1 (1), 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, Minister of Labour.

4962—1

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(Transvaal)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan 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

(hierna 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

Operative Plasterers' Trade Union of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal), om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1828 van 13 Oktober 1972, soos gewysig en verleng by Goewermentskennisgewings R. 2249 van 29 November 1974, R. 935 van 9 Mei 1975 en R. 1893 van 3 Oktober 1975, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(1) deur alle werkgewers wat lede is van die werkgewersorganisasies en alle werknemers wat lede is van die vakverenigings;

(2) in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd enige gedeeltes van laasgenoemde twee landdrostdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostdistrik Heidelberg (Transvaal) maar buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Heidelberg, geval het, en uitgesonderd enige gedeelte van die landdrostdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrostdistrik Nigel maar buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Nigel, geval het], Germiston, Heidelberg (Transvaal) [uitgesonderd die gebied wat buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Heidelberg, val], Johannesburg [uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrostdistrik Roodepoort maar buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, geval het], Kempton Park [uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrostdistrik Pretoria maar buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria, geval het] Nigel [uitgesonderd die gebied wat buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Nigel, val] en Springs, en in die gebiede binne 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, 32,18 kilometer vanaf die Hoofposkantoor van onderskeidelik Vereeniging en Pretoria [uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond JQ 434 wat binne laasgenoemde straal val], en 16,09 kilometer vanaf die Hoofposkantoor van onderskeidelik Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vervang die omskrywing van "ambagsman" deur die volgende:

"'ambagsman' 'n werknemer wat een of meer van die volgende werksaamhede verrig in een of meer van die ambagte hieronder aangedui:

Asfaltering, waterdigting en/of vogdigting.—Periodieke teesig oor werksmanne wat die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere doen.

Bloklêwerk.—Die plasing van blokke; hoeke in die lood bring; rivoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurkosyne in posisie, maar uitgesonderd—

(a) die lê van blokke volgens 'n setmaat;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie;

(c) die lê van blokke in die konstruksie van betonvloere en betondakke.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
(TRANSVAAL)

(NON-ARTISANS' AGREEMENT)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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

Operative Plasterers' Trade Union of South Africa

White Building Workers' Union

(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), to amend the Agreement published under Government Notice R. 1828 of 13 October 1972, as amended and extended by Government Notices R. 2249 of 29 November 1974, R. 935 of 9 May 1975 and R. 1893 of 3 October 1975.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(1) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(2) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding any portions of the last-mentioned two magisterial districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg (Transvaal) but outside a radius of 16,09 kilometres from the General Post Office, Heidelberg, and excluding any portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966, fell within the Magisterial District of Nigel but outside a radius of 16,09 kilometres from the General Post Office, Nigel], Germiston, Heidelberg (Transvaal) [excluding the area falling outside a radius of 16,09 kilometres from the General Post Office, Heidelberg], Johannesburg [excluding any portion which, prior to the publication of Government Notice 1383 of 11 September 1964, fell within the Magisterial District of Roodepoort but outside a radius of 48,28 kilometres from the General Post Office, Krugersdorp], Kempton Park [excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 kilometres from the General Post Office, Pretoria], Nigel [excluding the area falling outside a radius of 16,09 kilometres from the General Post Office, Nigel] and Springs, and in the areas within radii of 48,28 kilometres from the General Post Office, Krugersdorp, 32,18 kilometres from the General Post Office, Vereeniging and Pretoria, respectively [excluding that portion of the Bantu Area Uitvalgrond JQ 434 falling within the latter radius], and 16,09 kilometres from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively

2. CLAUSE 3.—DEFINITIONS

(1) For the definition of "artisan" substitute the following:

"artisan" means and employee engaged in any one or more of the following operations in any one or more of the trades indicated below:

Asphalting, waterproofing and/or dampproofing.—Periodic supervision of operatives engaged on asphalting, waterproofing and/or dampproofing to roofs, walls, ceilings and/or floors.

Blocklaying.—Setting blocks; lumbing angles; tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding—

(a) the laying of blocks to a jig;

(b) the laying of block not bedded in mortar or mastic;

(c) the laying of blocks in the construction of concrete floors and concrete roofs.

Messelwerk.—Uitlê; hoogtes bepaal; bakstene en/of ander materiale afwerk; hoeke, staanders en plankprofile, met inbegrip van staalstaanders vir muurwerk, in die lood bring; rifvoegwerk.

Timmerwerk, skrynerwerk, kantoer-, winkel- en bankuitrustingswerk.—Afmerkwerk; uitlêwerk; montering en vassit van vaste toebehoere; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoebere; die vassit van gegolfde sink- en asbesplate aan agterwerk of hegstukke van hout; leiteëls, harvey-teëls, asbesteëls en houtdakspane vassit.

Rioolaanlegwerk.—Afmerk, uitlê, toesig hou oor en die lê van pype volgens 'n helling.

Vloerlêwerk.—Uitmerkwerk; die saag en vassit van houtstrookvloere; die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede.

Beglasing.—Die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste.

Ruit-in-loodwerk.—Die afmerk van patrone of tekeninge op bord; die sny van glas; die bekleding van glas met lood; soldeerwerk en die invoeging van binddraad.

Metaalwerk.—Merk- en afmerkwerk; die opstelling van en toesighouding oor masjiene; handsweis- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl- en/of monterwerk; die vassit van siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

Verfwerk.—Muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke, maar uitgesonderd—

- (a) die aanbring van witkalk en sementstryksel aan alle oppervlakke;
- (b) die aanbring van dekoratiewe bitumastiek aan rioolpype;
- (c) die aanbring van die eerste verflag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;
- (d) die aanbring van 'n vloerbare herverglanser aan baksteenwerk of slasto;
- (e) die aanbring van verf aan dakke, geute en geutpype;
- (f) die aanbring van chemiese kleefstowwe aan sinkdakke met 'n verfkwas;
- (g) die bespuiting van dakke met Kenitex of dergelike stowwe; en
- (h) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe.

Pleister-, afvlakkings- en granolitiese werk.—Die bereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakke; afwerking met die hand na afvlakking met 'n reihout; die aanbring van vergruisde klip aan kleefstof op mure; afskuiem.

Loodgieterswerk.—Uitmerk- en afmerkwerk; die finale vassit van pype en toebehoere wat gemonteer is.

Staalwerk.—Die uitlê van raamwerke wat nodig is vir die giet van 'n blad; die in posisie plaas van die bout wat in die blad geplaas word; toesighouding oor die buig, plasing en vassit in posisie van staal en staalkonstruksie.

Klipwerk, klipmesselwerk en monumentwerk.—Die teken, ontwerp en afwerk van letters en versierings; die sny en gravering van letters met die hand en 'n lughamer; die finale afskuur en afwerking, volgens grootte van klip of plaasvervangende materiaal met die hand, maar nie polcerwerk nie; die opstelling van masjiene; die lê van klip in 'n daghabed; uitmerkwerk.

Boutimmerwerk.—Uitmerk- en afmerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting.

Teëlwerk.—Die Lê van teëls of ander materiaal; hoeke in die lood bring.

Houtmasjienerwerk.—Uitmerk- en afmerkwerk; die opstelling van en toesighouding oor houtwerkmasjiene.

Ander ambagte.—Die werk wat gewoonlik verrig word deur 'n persoon wat 'n vakleerlingskap uitgedien het ingevolge die Wet op Vakleerlinge, 1944;".

(2) Voeg die volgende nuwe omskrywings in:

- “‘onderbaas’ 'n ambagsman wat aan die voorman verantwoordelik is vir die uitoefening van magte en die uitvoering van funksies en pligte wat deur sodanige voorman aan hom opgedra is;
- “dag’ die tydperk van 24 uur van middernag tot middernag;
- “werkgever’ behoudens die bepalings van die Wet, ook 'n direkteur of 'n regs persoon;
- “voorman’ 'n werknemer wat—
- (a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen; en
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel; en
- (c) dissipline handhaaf; en

Bricklaying.—Setting out; determining levels; setting bricks and/or other materials; plumbing angles, uprights and profiles, including stanchions for walling; tuck pointing.

Carpentry, joinery, office, shop and bank fitting.—Marking out; setting out; assembly and fixing of fittings; cutting, planning and fixing finished woodwork; assembling and fixing composition materials and rough timbers; assembling of kitchen fittings; fixing of corrugated iron and asbestos sheets to wooden backing or grounds; fixing of slate tiles, harvey tiles, asbestos slates and wooden shingles.

Drainlaying.—Marking out, setting out, supervising and laying of pipes to falls.

Floorlaying.—Marking out; cutting and fixing of wooden strip flooring; setting of flooring blocks, tiles, sheeting and similar materials after completion of preparatory operations.

Glazing.—Cutting of glass or similar materials; face puttying; fixing glazing beads.

Lead-light making.—Setting out of templets or drawings on boards; cutting of glass; leading of glass; soldering and the insertion of fixing wires.

Metal work.—Marking and setting out; setting up and supervising machines; hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smithwork, metal frames and metal stairs, architectural metal work, and extruded metal.

Painting.—Paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces, but excluding—

- (a) the application of lime wash and cement wash to all surfaces;
- (b) the application of decorative bitumastic to sewage pipes;
- (c) the application of the first coat of paint on shop coated steel surfaces;
- (d) the application of any liquid reviver to brickwork or slasto;
- (e) the application of paint to roofs, gutters and downpipes;
- (f) applying chemical adhesive to corrugated iron roofs by means of a paint brush;
- (g) spraying of roofs with Kenitex or similar materials; and
- (h) all work preparatory to the application of Kenitex or similar materials.

Plastering, screeding and granolithic.—Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off; applying crushed stone to adhesive on walls; skimming.

Plumbing.—Marking out, setting out; final fixing of assembled piping and fittings.

Steelwork.—Setting out any framework required for the casting of a slab; setting out of the bolt set into the slab; supervising bending, placing and fixing in position of steel and steel construction.

Stonework, masonry and monumental work.—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

Structural carpentry.—Marking out; setting out; plumbing and levelling of columns and beams; lining up of shuttering for concreting; assembling shuttering.

Tiling.—Setting tiles or other materials; plumbing angles.

Woodmachining.—Marking out; setting out; setting up and supervising woodworking machines.

Other trades.—The work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944.

(2) Insert the following new definitions:

- “‘charge hand’ means an artisan responsible to a foreman for the exercising of powers and the performance of functions and duties delegated to him by such foreman;
- “day’ means the period of 24 hours from midnight to midnight;
- “employer’ means, subject to the provisions of the Act, also a director of a corporate body;
- “foreman’ means an employee who—
- (a) is employed in a supervisory capacity, but who may also be doing the work of an artisan; and
- (b) gives out work to other employees under his control and supervision; and
- (c) maintains discipline; and

(d) regstreeks aan die algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

algemene voorman 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou, en wie se pligte onder ander al of enige van die volgende insluit:

- (a) Toesighouding;
- (b) hantering van 'n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van die werk van 'n ambagsman, hetsy in 'n hoedanigheid van instrukteur of andersins;
- (f) in beheer van alle werknemers op sodanige terrein(e);

'kontrak vir slegs arbeid' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

'kontrakteur vir slegs arbeid' iemand wat kontrakwerk vir slegs arbeid onderneem;

'leierambagsman' 'n ambagsman wat onder regstreekse beheer van 'n voorman of onderbaas toesig hou oor ambagsmanne wat soortgelyke werk doen;

'Hofooreenkoms' die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1956 van 17 Oktober 1975, of enige daaropvolgende ooreenkoms, en omvat dit enige wysiging of verlenging daarvan;

'meesterambagsman' 'n ambagsman wat op 27 Oktober 1975 as 'n meesterambagsman geregistreer was of wat daarna as 'n meesterambagsman geregistreer word;

'herhaalproses' die werksaamhede wat binne die bedoeling van die omskrywing van 'Bounywerheid' uitgevoer word in verband met die massavervaardiging en/of -montering van vlak-paneeldeure, kombuiskeste, kombuisrakkaste, of ander vaste kombuistoehore en/of artikels wat deur 'n soortgelyke proses of prosesse vervaardig word en wat uitsluitlik of hoofsaaklik van hout en/of houtprodukte en/of komposisiebord en/of soortgelyke materiaal vervaardig word;

'geskoolde werknemer' 'n ambagsman, onderbaas, voorman, algemene voorman, leierambagsman, of meesterambagsman soos in hierdie Ooreenkoms omskryf;

'afskuim' die aanbring van die afwerklaag aan sement- of kalkpleister of ander agterwerk, soos byvoorbeeld veselbord of gipsbord met 'n geskikte werktuig en glad afgewerk of as finale afwerking of vir die gewone verf- of ander dekmateriaal;

'geskikte slaapplek' 'n waterdigte onderdak wat veilig toegesluit kan word, met 'n houtvloer en die nodige geskikte wasgeriewe, voubed, matras en aparte toiletgeriewe;

(3) Vervang die omskrywings van "werksman, graad I", "werksman, graad II", "werksman, graad III", "werksman, graad IV", "werksman, graad V" en "werksman, graad VI", deur die volgende:

"werksman, graad I, 'n werknemer wat in besit is van 'n registrasiesertifikaat as werksman graad I wat deur die Raad aan hom uitgereik is en wat, op aansoek deur 'n werkgewer wat die getal geskoolde werknemers in diens het wat deur die Raad bepaal word en wat die meesterambagsmanseël ontvang [vermeld in klousule 6 (1) (ii) en 9 (2) (a) (ii) van die Ooreenkoms gepubliseer by onderskeidelik Goewermentskennisgewings R. 674 van 25 April 1969 en R. 2040 van 18 November 1970, of enige daaropvolgende Ooreenkoms en wysigings en verlengings daarvan] deur die Raad toegelaat is om 'n geskoolde werknemer onder toesig van die geskoolde werknemer te help deur die werksaamhede hieronder uiteengesit te verrig vir sodanige tydperk(e) en op sodanige terrein(e) en op sodanige voorwaardes as wat die Raad van tyd tot tyd mag bepaal met die oog daarop om behoorlike beheer oor die indiensneming van werksmanne te verseker en die voorkeurindiensneming te verkry van beskikbare ambagsmanne by wyse van die toepassing van 'n getalsverhouding gebaseer op die tekort aan geskoolde werknemers of op enige ander wyse wat deur die Raad as billik beskou word: Met dien verstande dat die voorwaardes soos bogemeld geensins die werk wat gedoen moet word deur 'n ambagsman soos omskryf mag beperk of inkort nie:

(a) die lê van blokke en/of stene.—Die lê, in mastiek of dagha, van blokke, stene, blaaië en/of klip in mure wat met pleister, sementbry en/of mastikmateriaal bedek moet word; die lê van grondvulling of hangvloere in fondamente en in binnefondamente; maar uitgesonderd uitleëwerk, hoogtes meet, hoeke, binne-deurkosyne en vensterrame loodreg stel, profielplanke of setmate oprig, rufvoegwerk;

(d) is direk verantwoordelik tot 'n algemene foreman of die employer of the employer's authorised representative for efficiency and production on site;

'general foreman' means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties *inter alia* may encompass all or any of the following:

- (a) Supervision;
- (b) taking charge of a contract or contracts;
- (c) maintenance of discipline;
- (d) responsibility to the employer for efficiency and production on site(s);
- (e) performing the work of an artisan, whether in an instructional capacity or otherwise;
- (f) in charge of all employees employed on such site(s);

'labour only contract' means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than that laid down in clause 4, and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the 'Building Industry';

'labour only contractor' means a person undertaking labour only contracting;

'leading hand' means an artisan acting under direct control of a foreman or chargehand supervising artisans doing similar work;

'Main Agreement' means the Agreement published under Government Notice R. 1956 of 17 October 1975, or any succeeding Agreement, and includes any amendment or extension thereof;

'master artisan' means an artisan who as at 27 October 1975 has been registered as a master artisan or who is subsequently registered as a master artisan;

'repetitive process' means the activities carried on within the meaning of the definition of 'Building Industry' in connection with the mass manufacture and/or assembly of flush panel doors, kitchen cupboards, kitchen dressers or other kitchen fixtures and or articles manufactured by similar process or processes and which are manufactured wholly or mainly of timber and/or timber products and/or composition board and/or similar materials;

'skilled employee' means any artisan, chargehand, foreman, general foreman, leading hand or master artisan as defined in this Agreement;

'skimming' means the application of the finishing coat to cement or lime plaster or other backing materials such as for example beaver board or gypsum plaster board by means of a suitable tool and finished to a smooth finish either as a final finish or to take the normal paint or other covering material;

'suitable sleeping accommodation' means a waterproof shelter, capable of being locked, with a wooden floor and the necessary suitable washing facilities, stretcher, mattress and separate lavatory accommodation;"

(3) For the definitions of "operative, Grade I," "operative, Grade II," "operative, Grade III," "operative, Grade IV," "operative, Grade V," and "operative, Grade VI," substitute the following:

"operative, Grade I" means an employee who is in possession of an operative, Grade I, registration certificate issued to him by the Council and who has been permitted by the Council, upon application by an employer employing the number of skilled employees determined by the Council receiving the master artisan stamp [referred to in clauses 6 (1) (ii) and 9 (2) (a) (ii) of the Agreements published under Government Notices R. 674 of 25 April 1969 and R. 2040 of 18 November 1970, respectively, or any succeeding Agreements and amendments or extensions thereof] to assist a skilled employee under the supervision of the latter by performing the operations detailed hereunder for such period(s) and at such site(s) and under such conditions as the Council may from time to time determine with a view to ensuring proper control of the employment of operatives and to securing the preferential employment of available artisans by way of the application of a ratio based on the shortage of skilled employees or in any other manner considered equitable by the Council: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by an artisan as defined:

(a) Block and/or brick setting.—Setting, in mastic or mortar, blocks, bricks, slabs and/or stone in walling intended to be covered by plaster, cement grout, and/or mastic materials, ground filling or suspended floors in foundations and internal foundation walling; but excluding setting out, taking levels, plumbing angles, door jambs and window frames, setting up profiles or jigs, tuck pointing.

(b) *Timmer- en skrynwerk*.—Die montering van onbewerkte timmerhout volgens 'n patroon; die vassit van onbewerkte timmerhout, sink-, asbes- en/of ander komposisieplate en/of ander materiaal wat as dakteëls gevorm is, volgens 'n meetinstrument, maar uitgesonderd die sny of aanmekaarvassit van alle timmerhout nie hierbo bedoel nie wanneer die afgewerkte artikel met 'n geskaafde afwerking gelaat moet word, die opmaak van patrone en maatpatrone, die loodregstel van dakspare, binne-deurkosyne en vensterrame.

(c) *Riioolaanlegwerk*.—Die lê van pype volgens 'n helling.

(d) *Die lê van vloere*.—Die lê en vassit van allerlei soorte hout-, mosaïek-, veerkragtige of komposisievloer- en -muurbedekking; maar uitgesonderd muurplak-, pancel-, afmerk- en uitlêwerk.

(e) *Beglasing*.—Die sny van glas of soortgelyke materiaal; voorstopverfwerk; die vassit van ruitkraallyste.

(f) *Metaalwerk*.—Sweis- en/of sweissoldeerwerk, maar uitgesonderd afmerk- en uitlêwerk.

(g) *Verfwerk*.—Die aanbring van verf, vernis en/of ander materiaal, uitgesonderd die finale laag, en uitgesonderd letter-skilder- en muurplakwerk.

(h) *Pleisterwerk*.—Die raping van skurwe oppervlakte; afvlakking met 'n reihout; voorlopige afwerking ter voorbereiding vir finale troffelwerk en finale afwerking; maar uitgesonderd die finale troffelwerk aan eenlaagwerk en die volledige aanwending van afwerklae.

(i) *Boutimmerwerk*.—Die montering van bekisting.

(j) *Klipwerk, klipmesselwerk en monumentwerk*.—Pons- en kapwerk in die Klipmesselnywerheid, met inbegrip van die finale afskuur en afwerking met die hand volgens grootte; die bediening van sirkelsae vir klipwerk en klipmesselwerk.

(k) *Teëlwerk*.—Die aanwending van dagha ter voorbereiding vir die vassit van teëls en mosaïek; die sny en vassit van teëls en mosaïek, maar uitgesonderd uitlê- en afmerkwerk;

'werksman, graad II', 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Asfaltering, waterdigting en/of vogdigting*.—Onder die periodieke toesig van 'n geskoolde werknemer toesig hou oor ongeskoolde arbeiders wat handwerk verrig in verband met die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.

(b) *Die lê van vloere*.—Die lê van sagte vloerbedekking; die bediening van 'n skuur- en spinmasjiene op vloerwerk.

(c) *Skrynwerk/winkeluitrusting*.—Die bediening van 'n elektrics aangedrewe draaiskuurder.

(d) *Metaalwerk*.—Die bediening van masjiene op metaalwerk onder toesig van 'n geskoolde werknemer: Met dien verstande dat 'n geskoolde werknemer oor hoogstens drie masjiene toesig hou, of waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor hoogstens vyf masjiene.

(e) *Pleisterwerk*.—Die afstryk van betonpaneelmure vir opslaan-huiseenhede in gietyorms by die fabriek;

die bediening van 'n Pyrokmasjiene wat gebruik word om mure of plafonne in verskillende kleure af te werk deur 'n mengsel van vermiculiet en gips aan te wend;

die bediening van 'n roterende kragafstrykmasjiene vir die afvlakking van beton-, sement- of granolietvloere en/of -oppervlakke;

afvlakking met 'n reihout.

(f) *Klipwerk, klipmesselwerk en monumentwerk*.—Ponswerk, onder die toesig van 'n geskoolde werknemer, waar sodanige werk uitsluitlik bestaan uit die verwydering en vermindering van oortollige growwigheid op oppervlakke.

(g) *Houtmasjiene*.—Die bediening van houtwerkmasjiene onder die toesig van 'n geskoolde werknemer: Met dien verstande dat 'n geskoolde werknemer oor hoogstens drie masjiene toesig hou, of waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor hoogstens vyf masjiene;

'werksman, graad III', 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Die lê van blokke en/of stene*.—Die bryvulling van voë in mure en plaveisel;

voegwerk, uitgesonderd voegstryking, onder toesig; die lê van buitenshuis plaveisel in gebreke leiklip, stene, beton, graniet of klip;

die lê volgens 'n setmaat van blokke in 'n bed van dagha of mastik, waar sodanige werk verrig word by die oprigting van huise vir Nie-Blankes;

die bediening van 'n karborundum- of diamantsaag vir die sny van klip of stene.

(b) *Betonwerk*.—Die bediening van 'n sandstraalmasjiene onder toesig.

(c) *Riioolaanlegwerk*.—Lasse in riële kalfater,

(b) *Carpentry and joinery*.—Assembling of rough timbers to a templet; fixing of rough timbers, corrugated iron, asbestos and/or other composition sheeting and/or other materials shaped as roofing tiles, to a gauge, but excluding the cutting or fixing together of all timber not referred to above when the finished article is to be left off as a planed finish, the making up of templets and gauges, the plumbing of rafters, door-jambs and window frames.

(c) *Drainlaying*.—Laying of pipes to falls.

(d) *Floorlaying*.—Laying and fixing of all types of wood, mosaic, resilient, composition floor and wall covering; but excluding paper hanging, panelling, marking out and setting out.

(e) *Glazing*.—Cutting of glass or similar materials; face puttying; fixing glazing beads.

(f) *Metal Work*.—Welding and/or brazing, but excluding marking out and setting out.

(g) *Painting*.—Applying paint, varnish and/or other materials, excluding the final coat, sign writing and paper hanging.

(h) *Plastering*.—Rendering material to rough surfaces; ruling off; preliminary finishing preparatory to final trowelling and final finishing, but excluding the final trowelling on one coat work and the entire application of skimming coats.

(i) *Structural carpentry*.—Assembling shuttering.

(j) *Stonework, masonry and monumental work*.—Punching and dressing in the masonry industry, including final surfacing and finishing by hand to size; operating circular saws in respect of stonework and masonry.

(k) *Tiling*.—Applying mortar preparatory to fixing of tiles and mosaics; cutting and fixing of tiles and mosaics, but excluding setting out and marking out;

'operative, Grade II, means an employee who is engaged in any one or more of the following operations:

(a) *'Asphalting, waterproofing and/or damp proofing*.—Supervising, under periodic supervision of a skilled employee, unskilled labourers doing manual work in connection with asphalting, waterproofing and/or damp proofing to roofs, walls, ceilings and/or floors.

(b) *Floorlaying*.—Laying of soft floor covering; operating a sandpapering and spinning machine on flooring.

(c) *Joinery/shopfitting*.—Operating an electrically driven orbital sander.

(d) *Metal work*.—Operating machines on metal work under supervision of a skilled employee: Provided that not more than three machines shall be supervised by any one skilled employee or where the total number of machines is not a complete multiple of three, not more than five machines.

(e) *Plastering*.—Floating up of concrete panel walls in moulds at the factory for prefabricated housing units;

operating a Pyrok machine used for wall or ceiling finishing in various colours to apply a mixture of vermiculite and gypsum;

operating a rotary power floating up machine for screeding of concrete, cement, or granolithic floors and/or surfaces; ruling off.

(f) *Stonework, masonry and monumental work*.—Punching, under the supervision of a skilled employee, where such work consists purely of the removal and reduction of excess rough on surfaces.

(g) *Wood machining*.—Operating wood working machines under supervision of a skilled employee: Provided that not more than three machines shall be supervised by any one skilled employee or, where the total number of machines is not a complete multiple of three, not more than five machines;

'operative, Grade III, means an employee who is engaged in any one or more of the following operations:

(a) *Block and/or brick setting*.—Grouting in joints in walling and paving;

jointing, excluding pointing, under supervision; laying of outdoor paving in broken slate, brick, concrete, granite or stone;

laying to a jig of blocks bedded in mortar or mastic, where such work is performed in the erection of Non-White housing; operating a carborundum or diamond saw for stone or brick cutting.

(b) *Concreting*.—Operating a sand blasting machine under supervision.

(c) *Drainlaying*.—Caulking of joints in drains.

(d) *Beglasing*.—Die aanbring van 'n stopverfbed en die verwydering van oorskietstukkie onder die periodieke toesig van 'n geskoolde werknemer; ruite insit.

(e) *Metaalwerk*.—'n Kragaaangedrewe slypmasjien op metaal bedien of vylwerk met die hand verrig.

(f) *Verfwerk*.—Die aanbring van 'n vloei-bare herverglanser op baksteenwerk of slasto; die aanbring van dekoratiewe bitumastiek aan rioolpype; die aanbring van witkalk en sementstryksel aan alle oppervlakke; die aanbring van alle verflae aan boustaal, dakke, metaalbedekking, geute en pype; die aanbring van chemiese kleefstowwe aan sinkdakke met 'n verfkwas; die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het; vlambehandeling onder toesig; die bespuiting van dakke met Kenitex of soortgelyke stowwe.

(g) *Pleisterwerk*.—Toesig hou oor ongeskoolde arbeiders wat beton gelykstryk en afvlak; flodderwerk.

(h) *Winkeluitrusting*.—Fineer- of gewone paneelwerk of paneelwerk met vianide/binalast bedek wat van spaanderbord of gips of asbesement vervaardig is, in posisie plaas en die dekstroke in posisie druk.

(i) *Klipwerk, klippesselwerk en monumentwerk*.—Onder die periodieke toesig van 'n geskoolde werknemer 'n duntermasjien, met inbegrip van 'n handduntermasjien, 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjinerie, met inbegrip van handpoleeruitrusting, lettersnymasjiene, hang- en spansae, kompressors, druklugwerktuie op voorafgegee en ander klip bedien; werktuie skerpmak.

(j) *Boutimmerwerk*.—Dakbedekking van sink en asbes aan staalagterwerk vassit; dakteëls van terra-cotta en sement vassit; Q.C.-dekplate vassit; toesig hou oor die oprigting van steierwerk onder die periodieke toesig van 'n geskoolde werknemer; toesig hou oor die afbreek van bekisting.

(k) *Houtmasjienwerk*.—Materiaal in houtwerkmasjiene met roltoevoer onder toesig voer.

(l) *Ander*.—'n Hystoestel dryf; 'n meganiese stortwa dryf; 'n kraanarmhyser sonder platform, wat 'n vrag van hoogstens 0,056 m³ materiaal dra, bedien; toesig hou oor ongeskoolde arbeiders wat beton meng en/of kragaaangedrewe betonmengers bedien;

'werksman, graad IV,' 'n werknemer wat herhaalprosesse in een of meer van die volgende klasse werksaamhede verrig:

(A) 'n Dubbel- of drievoudige rolskuurmasjien bedien; 'n kragaaangedrewe pers bedien; 'n messlypmasjien bedien; 'n verdieper bedien; sae skerpmak, met inbegrip van hardsoldeer-, wolfstand- en/of boslagsae; 'n houtfreesmasjien bedien;

(B) voertuie in die fabriek dryf; 'n bandsaag bedien; 'n breëbandskuurmasjien bedien;

(C) band- of tolskuurwerk; nasienwerk; 'n messlypmasjien versorg; masjiene oppas; masjiene, toebehore of verkeerstrepe of waarskuwingstekens verf;

'n saagslypmasjien versorg, met inbegrip van die aan- en afskaaf daarvan en die haaksmaak van sae met 'n meter, onder toesig van 'n geskoolde werknemer of 'n saagslyper; een of meer van die volgende kragmasjiene bedien:

'n haaksmaaksaagmasjien; 'n dikteskaaf-, skaaf- of lysmasjien; 'n tapsnymasjien;

(D) fineerwerk met die hand of met 'n masjien randskaaf; 'n radiofrekwensie- en klampsemaat bedien; die meet of meng van bestanddele vir die maak van lym; een of meer van die volgende kragmasjiene bedien:

'n deurlopende randinlepmasjien; 'n houtkernpersmasjien; 'n kloofsaag; 'n rowwe dwarssaag; 'n fineerrandlypmasjien;

(d) *Glazing*.—Applying back putty and cleaning of excess tags thereto under periodic supervision of a skilled employee; fixing of glass.

(e) *Metal work*.—Operating a power driven grinding machine on metal or filing by hand.

(f) *Painting*.—Applying any liquid reviver to brickwork or slasto; applying decorative bitumastic to sewage pipes; applying limewash and cement wash on all surfaces; applying all coats of paint to structural steel, roofs, cladding, gutters and pipes; applying chemical adhesive to corrugated iron roofs by means of a paint brush; applying the first coat of paint on shop coated steel surfaces; flame treatment under supervision; spraying of roofs with Kenitex or similar materials.

(g) *Plastering*.—Supervising unskilled labourers levelling and screeding concrete; slushing.

(h) *Shopfitting*.—Placing veneered or plain or vyanide/bynalast clad panels of a chipboard or gypsum or asbestos cement manufacture in position and pressing the holding cover strips in position.

(i) *Stonework, masonry and monumental work*.—Operating a dunter, including a hand dunter, turning lathe, circular saws (in respect of monumental work) stone polishing machinery, including hand polishing equipment, lettercutting machines, swing and frame saws, compressors, pneumatic tools on precast and other stone; sharpening tools; under periodic supervision of a skilled employee.

(j) *Structural carpentry*.—Fixing of corrugated iron and asbestos roofing to steel backing; fixing of terra-cotta and cement roofing tiles; fixing of Q.C. decking plates; supervising erection of scaffolding under periodic supervision of a skilled employee; supervising stripping of shuttering.

(k) *Woodmachining*.—Feeding material to roller-fed wood-working machines under supervision.

(l) *Other*.—Driving a hoist; driving a mechanical dumper; operating a jib hoist without a platform carrying a load of not more than 0,056m³ of material; supervising unskilled labourers mixing concrete and/or operating power driven mixers; 'operative, Grade IV,' means an employee engaged on repetitive processes in one or more of the following categories of operations:

(A) Operating double or triple drum sanding machine; operating a power-driven press; operating a knife grinding machine; operating a router; saw sharpening, including brazing, gullet and/or topping saws; operating a spindle machine;

(B) driving in factory; operating a band saw; operating a widebelt sander;

(C) belt or bobbin sanding; checking; attending knife grinder; machine minding; painting machines, fittings or traffic lines or warning signs; attending saw sharpening machine, including the starting and stopping thereof and the truing of saws by means of a gauge, under supervision of a skilled employee or a saw sharpener; operating any one or more of the following power-driven machines:

a squaring saw; a thicknessing, planing or moulding machine; a tenoning machine;

(D) edge planing veneers by hand or machine; operating radio frequency and clamping jig; measuring or mixing ingredients for making glue; operating any one or more of the following power-driven machines:

Continuous edge lipping machine; limber core composing machine; rip saw; rough cross-cut saw; veneer edge gluing machine;

(E) die inmeekaarsit van kosyne en kerns vir hol blokpanele;
 'n ambagsman bystaan deur artikels of gereedskap vas te hou
 of deur op 'n ander wyse met hom saam te werk, behalwe om
 gereedskap selfstandig te gebruik;
 perse met die hand of druklug vasklamp;
 die ente van skuurmasjienbande in lengtes sny en dit saam-
 voeg;

hout of ander artikels in kleurstowwe verf, verduursamings-
 middels of ander vloeibare oplossings inoep of voer, of soda-
 nige artikels met die hand of nie-kragaangedrewe toestelle ver-
 wyder;

lamel- of blokborde, laaghout, fineerwerk, kerns of spaander-
 borde nagaan of met die hand of masjien herstel, of besonder-
 hede daaromtrent opteken;

'n outomatiese of halfoutomatiese masjien voer, met inbegrip
 van die aan- of afskakel van sodanige masjien;

gate in lamel- of blokborde, laaghout, fineerwerk of spaander-
 borde met die hand of masjien opvul;

inkeepings in deure met 'n masjien gelyk maak;
 gelymde droë materiaal bymekaar neerlê of opstapel, gereed
 om in 'n pers gevoer te word;

perse of- of aflaai;
 artikels merk, sjabloneer of saambondel;

masjiene, uitgesonderd motorvoertuie, olie of smeer;
 perse oop- of toemaak;

een of meer van die volgende bedien:

'n Kartonskêr;
 'n skyfskuurmasjien;

'n elektriese hystoestel;
 'n lym- of spaandermengmasjien;

'n bandwikkelaar of lymmasjien;
 'n voor- of groefsaag;

pakwerk;
 skuurwerk, uitgesonderd dié met 'n dubbel of drievoudige

skuurmasjien of band- of tol- of breekbandskuurwerk;
 kramwerk met druklug of drukluhamer;

(F) enige werksaamhede wat nie hierin gelys is nie maar inbe-
 grepe is by die omskrywing van 'werksman, graad I', 'werksman,
 graad II', 'werksman, graad III' en 'ongeskoolde arbeider'.

(4) Vervang die omskrywing van "ongeskoolde arbeider" deur
 die volgende:

"'ongeskoolde arbeider' 'n werknemer wat een of meer van
 die volgende werksaamhede verrig, maar nie 'n werknemer wat
 sodanige of soortgelyke werksaamhede verrig waarby 'n her-
 haalproses betrokke is nie:

(a) *Asfaltering, waterdigting en/of vogdigting van dakke, mure,
 plafonne en/of vloere.*—Vir mure sorg en skoonmaakwerk verrig;
 voglae sny en in posisie plaas;

asfaltmacadam meng; materiaal op die lêterrein stort en
 plaas; rolwerk met handrollers verrig; mastikasfalt in potte meng
 en aangesmeerde mastik onder toesig vryf totdat dit koud is.

(b) *die lê van blokke en/of stene.*—In- en uittandings inkap
 vir baksteenverbandwerk;

voel tussen steenwerk en betonbalke opvul;
 voel in stene en vloerteëls met bry vul en dit skoonmaak;

die lê van blokke by die konstruksie van betonvloere en beton-
 dakke;

die lê van blokke wat nie in dagha of mastik vasgesit word
 nie;

los teëls op oppervlakke lê sonder bedding;
 staanders, blaasie en dergelike muurwerkkomponente in posisie

plaas, waarby loodgieterwerk nie vereis word nie.

(c) *Die lê van vloere.*—Werksmanne graad II help om sagte
 vloerbedekking te lê;

kleefstowwe meng, aanbring en sprei ter voorbereiding vir die
 lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike
 materiaal;

rollers of ander toestelle gebruik om vloerbedekkingsmateriaal
 vas te sit nadat dit gelê is.

(d) *Beglasing.*—Glas skoonmaak nadat ruite ingesit is;
 voltooide rame skoonmaak voordat stopverf aangebring word;

stopverf brei totdat dit die regte stewigheid het.

(e) *Skrynwerk/Winkeluitrustingswerk.*—Geschoolde werknemers
 help om lym aan tappe of houtoppervlakke te smeer voordat
 dit vasgeklem of geper word;

tapgate skoonmaak;
 staalveerklemme aan aluminiumdekstrokke vassit.

(f) *Metaalwerk.*—Staalvensters en -deurkosyne onder toesig
 koppel; metaal met krag- of handmasjiene boor of pens en moer-
 draad daarin sny;

kloue aan staalvensters en -deurkosyne aanbring.

(g) *Verfwerk.*—Alle werk ter voorbereiding vir die aanbring
 van Kenitex of dergelike materiaal;

rubberlym aan sementteëls op dakke met 'n koolborsel aan-
 bring;

geschoolde werknemers help deur die draadholtes in hout op te
 vul voordat houtoppervlakke met doek opgevryf word;

(E) assembling frames and cores for hollow-type block panels;
 assisting an artisan by holding articles or tools or otherwise
 working with him, other than by the independent use of tools;
 clamping presses by hand or compressed air;
 cutting to length and joining together ends of sanding machine
 belts;

dipping or feeding timber or other articles into dyes, paints,
 preservatives or other liquid solutions or removing such articles
 by hand or non-power driven devices;

examining or repairing by hand or machine, laminated or block
 boards, plywood, veneers cores or chipboards or recording par-
 ticulars thereof;

feeding any automatic or semi-automatic machine, including
 starting or stopping such machine;

filling holes by hand or machine in laminated or block boards,
 plywood, veneers or chipboards;

flushing down door lippings by machine;

laying or stacking together glued and dry material ready for
 feeding into a press;

loading or unloading presses;

marking, stencilling or bundling;

oiling or greasing machines, other than motor vehicles;

opening or closing presses;

operating any one or more of the following:

Cardboard cutter;

disc sander;

electric hoist;

glue or chip mixing machine;

taping or gluing machine;

trenching or grooving saw;

packing;

sandpapering, other than by double or triple sanding machine
 or belt or bobbin sanding or widebelt sanding;

stapling by compressed air or hammer;

(F) any operations not listed herein but included in the defini-
 tions of 'operative, Grade I', 'operative, Grade II', 'operative,
 Grade III' and 'unskilled labourer'.

(4) For the definition of "unskilled labourer" substitute the
 following:

"'unskilled labourer' means an employee engaged in any one or
 more of the following operations, but shall not include an
 employee performing such work or similar operations in connec-
 tion with a repetitive process:

(a) *Asphalting, waterproofing, and/or damp proofing to roofs,
 walls, ceilings and/or floors.*—Attending to fires and cleaning up;

cutting dampcourse and placing in position;

mixing asphalt macadam; dumping and placing material at
 laying site; rolling with hand rollers;

mixing mastic asphalt in pots and rubbing up laid mastic until
 cold under supervision.

(b) *Block and/or brick setting.*—Cutting of toothings and
 indents for bonding brickwork;

filling in joints between joint of brick and concrete beam;

grouting of joints in bricks and tile floors and cleaning off;

laying of blocks in the construction of concrete floors and con-
 crete roofs;

laying of blocks not bedded in mortar or mastic;

laying loose tiles on surfaces without bedding;

placing into position of uprights, slabs and similar walling com-
 ponents, where no plumbing is required.

(c) *Floorlaying.*—Assisting Operative, Grade II in laying of soft
 floor covering;

mixing, application and spreading of adhesives preparatory to
 the setting of flooring blocks, tiles, sheeting and similar materials;

using rollers or other appliances for the purpose of bedding
 down flooring materials after setting or laying.

(d) *Glazing.*—Cleaning of glass after glazing;

cleaning completed frames in preparation for puttingty;

kneading of putty to correct consistency.

(e) *Joinery/Shopfitting.*—Assisting skilled employees in applying
 glue to tenons or wood surfaces prior to cramping or pressing;

cleaning mortices;

fixing of steel spring clips to aluminium cover strips.

(f) *Metal work.*—Coupling steel windows and door frames
 under supervision;

drilling or punching and tapping metal by power or hand
 machines;

fixing lugs to steel windows and door frames.

(g) *Painting.*—All work preparatory to the application of
 Kenitex or similar materials;

applying solution to cement tiles on roofs, using a block brush;

assisting skilled employees by grain filling preparatory to
 polishing of wood surfaces with fabric;

kiaat of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;

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, van hierdie omskrywing uitgesluit word;

voeë en agterkante van klip met waterdigtingsmengsel verf; asfalt- en/of ander komposisieplate en -dakke met bituminiese aluminiumverf verf of spuit;

dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;

alle bouersuïtrusting met preserveermiddels verf; grondlae van bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;

los en afskilferende verf van geute, rioolpype of ander oppervlakke verwyder: Met dien verstande dat, wanneer 'n blaaslamp of verpopsomiddel gebruik word, die werk onder toesig gedoen moet word;

pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;

oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvryf, uitgesonderd die herstel van sodanige oppervlakke;

mure of ander oppervlakke afskraap of afwas vir verfwerk; timmerhout met 'n preserveermiddel behandel;

allerlei skuurmiddels, met inbegrip van vryfmiddels, met die hand aanwend op voorbereidingswerk vir verf- en spuitverfwerk, met inbegrip van die gebruik van skuurpapier;

nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopsomiddel gebruik word.

(h) *Pleisterwerk*.—Saksmeerwerk aan mure en plafonne verrig; gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf vul;

gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;

beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk;

voeë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietvorms opstel en bekisting en gietstels stroop;

die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;

die vulsel in gietvorms vasstamp.

(i) *Loodgieterswerk*.—Pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny.

(j) *Staalwerk*.—Staal ophys en in posisie plaas.

(k) *Klipwerk, klipmesselwerk en monumentwerk*.—Help om klip in posisie te plaas en saaglemme in te sit met die doel om hang-sae en poleer- en/of slypsteenmasjinerie te bedien; hang-sae onder toesig bedien.

(l) *Boutimmerwerk*.—Geskoolede werknemers help om staalstutte in posisie te plaas, dit aan draagbalke vas te maak en op die vereiste hoogte te stel;

dakpanne met 'n handteelmassien sny; steierpale of stutte afsaag;

steierwerk onder toesig oprig; asfaltplate aan die kante van staal- en houtrame aanbring;

hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;

bekisting ophys en in posisie plaas maar nie vassit nie; bekisting afbreek;

dakpanne met draad vasbind; houtstutte opwig.

(m) *Teëlwerk*.—Kleefstowwe met 'n roller of kwas aan mure aanbring; vloerpolitoer aanbring;

voeë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk- en voegvulwerk;

die groottes van muur- en vloerteëls meet.

(n) *Houtmasjienwerk*.—Materiaal van alle houtwerkmasjiene afneem.

(o) *Ander*.—Geskoolede werknemers of hoër gegradeerde werkers bystaan wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

afval- of ou metaal met die hand of 'n masjien baal; staalwapeningsmateriaal bind of met draad vasbind, en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;

dagha, stene, klip, beton of ander materiaal dra; bakstene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

hoepelyster sny, buig en gate daarin maak; afvalmetaal met die hand in stukke sny;

klip of grond vir fondamente, slote, riole en kanale uitgrawe of uithaal;

cleaning down of teak or other hard woods by using solvents and steel wools;

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 60 days of the completion of any building shall be excluded from the definition;

painting of joints and backs of stone with waterproofing compound;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint;

preparing roofs, including scraping and wirebrushing, prior to painting;

preservative painting of all builders' plant;

priming of surfaces with bitumastic or waterproofing solutions;

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 limewashed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting;

treating timber with preservative;

use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying, including the use of sandpaper;

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.

(h) *Plastering*.—Bagging down walls and ceilings;

filling of moulds with a facing mixture or concrete mixture, using a shovel;

filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding;

raking out of brick joints and preparation of surfaces for plastering;

setting up of moulds, and stripping of casings and castings;

stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;

tamping of the filling in moulds.

(i) *Plumbing*.—Cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper.

(j) *Steelwork*.—Hoisting of steel and laying into position.

(k) *Stonework, masonry and monumental work*.—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;

attending swing saws under supervision.

(l) *Structural carpentry*.—Assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;

cutting of roofing tiles with tile handcutting machine;

cutting scaffold poles or props;

erecting scaffolding under supervision;

fixing asphalt sheeting to sides of steel and wood frames;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

hoisting shuttering and placing in position but not fixing;

stripping shuttering;

tying of roof tiles with wire;

wedging up wood props.

(m) *Tiling*.—Applying of adhesives to walls with the use of a roller or brush;

applying of floor polish;

filling in joints and cleaning off all wall tiles, excluding jointing and pointing;

gauging sizes of wall and floor tiles.

(n) *Woodmachining*.—Drawing off materials from all wood-working machines.

(o) *Other*.—Assisting skilled employees or higher graded workers whenever necessary, but not to perform such higher graded work;

baling waste or scrap metal by hand or machine;

binding or tying 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;

cutting, drilling, chasing and plugging in brick and concrete;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

digging or taking out stone or soil for foundations, trenches,

drains and channels;

uitgrawingswerk in grond, sagte en harde rots met gebruik van 'n klopboor en die uitgegrawe klip en grond verwyder;
sand, klip en sement afmeet;
materiaal en goedere op- en aflaa;
beton met die hand of 'n masjien meng;
masjinerie olie en smeer;
vlekke en sement van klip-, kunsklip-, leiklip-, terra-cotta- of dergelike oppervlakke met karborundumblokke of vrymasjiene verwyder;

hystoestelle oprig;
afgewerkte voorvlakke van produkte met die hand afskraap deur gebruik te maak van 'n staaldraadborsel en 'n skroborsel;
materiaal met 'n skopgraaf 'n dagha- of betonmengmasjiene invoer of dit daar uithaal, sand met die hand sif en dagha of beton met skopgrawe met die hand meng;
baksteen- en betonwerk met skroborsels afwas en gebruikte stene skoonmaak;

'ongeskoolde arbeider (herhaalproseswerk)' 'n werknemer wat 'n herhaalproses in een of meer van die volgende werksaamhede verrig:

Lym met 'n handkwas of roller aanbring;
persele, of masjinerie, gereedskap, werktuie, implemente, voertuie of ander artikels skoonmaak;
fineersel bymekaarmaak;
goedere of artikels optel, dra, verskuif of opstapel;
geboue of ander bouwerke met wit- of kleurkalk afwit;
op- en aflaa;
vuur maak, aan die gang hou of uitkrap of vullis of as verwyder;

beton met die hand meng;
krane of kleppe onder toesig oop- en toemaak;
kratte, kiste, bale of pakette oop- of toemaak;
artikels van dieselfde grootte of getal in houters plaas wat spesiaal gemaak is om hulle te bevat;
'n hand- of batteryaangedrewe voertuig stoot of trek;
bande van laaghout of fineerwerk verwyder;
kratte of kiste met die hand herstel;
planke, bordpapier of fineersel volgens grootte sorteer;
die bestanddele by die maak van lym roer;
van 'n outomatiese of halfoutomatiese masjien afneem;

(5) Vervang die omskrywing van "werkdag" deur die volgende:
"werkdag" enige dag behalwe Saterdag (uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag en sodanige getal Saterdag onmiddellik vóór die jaarlikse verlof in klousule 18 voorgeskryf wat gelyk is aan die getal dae bo en behalwe die 23 dae wat deur die genoemde jaarlikse verlof gedek word), Sondag, Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiek-dag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag en Gesinsdag, en die jaarlikse verlof in klousule 18 voorgeskryf ten opsigte waarvan die gewone werkure soos in klousule 8 voorgeskryf, van toepassing is."

3. KLOUSULE 4.—LONE

Vervang subklousules (1) en (2) deur die volgende:

"(1) Geen lone wat laer is as dié hieronder genoem, gelees saam met die oorblywende bepalings van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) (i) Werksman graad I en kraandrywer.....	107
(ii) Werksman graad I, wie se werkgever deur die Raad skriftelik toegelaat word om hom as sodanig vir 'n tydperk van hoogstens ses maande op proef in diens te neem, moet gedurende sodanige tydperk betaal word teen die tarief neergelê vir 'n werksman graad II.....	88
(b) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 4 500 kg is.....	92
(c) Werksman graad II.....	88
(d) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word hoogstens 4 500 kg is....	72
(e) Werksman graad III, op bouwerk.....	57
(f) Werksman graad III, nie op bouwerk nie.....	50
(g) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, en werknemers vir wie lone in Deel II voorgeskryf is.....	53
(h) Ongeskoolde arbeider, gebied A, op bouwerk.....	53
(i) Ongeskoolde arbeider, gebied A, nie op bouwerk nie	44
(j) Ongeskoolde arbeider, gebied B, op bouwerk.....	43
(k) Ongeskoolde arbeider, gebied B, nie op bouwerk nie	34
(l) Werknemer wat persele patrolleer en eiendom bewaak.....	R3,95 per dag

excavating in ground; soft and hard rock and using a jack-hammer and removing excavated stone and soil;
gauging sand, stone and cement;
loading and unloading materials and goods;
mixing concrete by hand or machine;
oiling and greasing machinery;
removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
erecting hoists,
scraping down finished faces of products by hand using a wire steel brush and a scrubbing brush;
shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;
washing down brick and concrete with scrubbing brushes and cleaning used bricks;

'unskilled labourer (repetitive processes)' means an employee engaged on a repetitive process in any one or more of the following operations:

Applying glue by handbrush or roller;
cleaning premises, or machinery, tools, utensils, implements, vehicles or other articles;
collecting veneers;
lifting, carrying, moving or stacking goods or articles;
lime-washing or colour-washing buildings or other structures;
loading or unloading;
making, maintaining or drawing fires or removing refuse or ashes;
mixing concrete by hand;
opening or closing cocks or valves under supervision;
opening or closing crates, boxes, bales or packages;
placing articles of uniform size or number into receptacles specially made to contain them;
pushing or pulling any manually or battery propelled vehicle;
removing tape from plywood or veneers;
repairing crates or boxes by hand;
sorting planks, boards or veneers according to size;
stirring ingredients in the making of glue;
taking off from any automatic or semi-automatic machine;"

(5) For the definition of "working day" substitute the following:

"'working day' means any day other than Saturday (except the Saturday immediately preceding Ascension Day and such number of Saturdays immediately preceding the annual leave prescribed in clause 18 equal to the number of days in excess of 23 covered by the said annual leave), Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day, and the annual leave prescribed in clause 18 in respect of which the ordinary hours of work laid down in clause 8 apply."

CLAUSE 4.—WAGES

(1) For subclauses (1) and (2) substitute the following:

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause.

	Cents per hour
(a) (i) Operative, Grade I, and crane driver.....	107
(ii) Operative, Grade I, whose employer is permitted in writing by the Council to employ him as such on probation for a period not exceeding six months, shall during such period be paid at the rate laid down for an operative, Grade II....	88
(b) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 4 500 kg	92
(c) Operative, Grade II.....	88
(d) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is up to and including 4 500 kg.....	72
(e) Operative, Grade III, on construction work.....	57
(f) Operative, Grade III, not on construction work....	50
(g) Employees in all other trades or occupations not elsewhere specified, excluding apprentices, artisans and trainees under the Training of Artisans Act, 1951, and employees for whom wages are prescribed in Part II.....	53
(h) Unskilled labourer, Area A, on construction work..	53
(i) Unskilled labourer, Area A, not on construction work	44
(j) Unskilled labourer, Area B, on construction work..	43
(k) Unskilled labourer, Area B, not on construction work	34
(l) Employee engaged on patrolling premises and guarding property.....	R3,95 per day

(2) (a) Die lone in subklousule (1) voorgeskryf, moet half-jaarlik, op 1 Mei en 1 November elke jaar, na publikasie van die indekssyfer in die *Staatskoerant* in April en Oktober op die wyse hieronder uiteengesit, aangepas word ('indekssyfer' beteken die gemiddelde verbruikersprysindekssyfer vir die Witwatersrand en Pretoria wat betrekking het op alle items soos deur die Departement van Statistiek ten opsigte van elke gebied in die *Staatskoerant* gepubliseer, vergeleke met die indekssyfer vir April 1970):

Die indekssyfer vermenigvuldig met die betrokke loon in subklousule (1) voorgeskryf en gedeel deur 161: Met dien verstande dat die resultaat wat aldus verkry word altyd tot die naaste volle sent afgerond moet word en dat dit dan die nuwe loon vir daardie klas werknemer uitmaak.

(b) Vanaf 26 Januarie 1976 moet die lone in subklousule (1) (e) en (f) voorgeskryf met twee sent verhoog word, en vanaf elke daaropvolgende datum waarop die lone ingevolge paragraaf (a) aangepas word, moet 'n bedrag van 2 sent bygevoeg word by die aangepaste lone van werknemers in subklousule (1) (e) en (f) bedoel.

(2) Vervang subklousule (4) deur die volgende:

"(4) *Vermindering van loon.*—Niks in hierdie Ooreenkoms of enige wysiging daarvan mag die uitwerking hê dat dit die besoldiging verminder wat aan 'n werknemer betaal is onmiddellik voor die datum waarop hierdie Ooreenkoms of enige wysiging daarvan, na gelang van die geval, in werking getree het nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is."

4. Vervang klousule 5 deur die volgende:

"5. REGISTRASIE VAN WERKNEMERS

(1) Geen werkgever mag 'n ander werknemer as 'n geskoolde werknemer in diens neem in een of meer van die werksaamhede genoem in die omskrywing van 'werksman graad I' nie, tensy sodanige werkgever—

(a) van die Raad 'n registrasiesertifikaat vir sodanige werknemer verkry het en seker maak dat dié werknemer die sertifikaat altyd by hom het terwyl hy aldus in diens is; en

(b) van die Raad skriftelike verlof ontvang het wat hom magtig om 'n werksman graad I in diens te neem en wat al die voorwaardes uiteensit waarop dié werknemer in diens geneem moet word;

(c) in die geval van 'n werksman graad I wat nog op proeftyd is, dié werknemer ook by die Raad geregistreer het.

(2) Elke werkgever wat in besit is van 'n verlof- en registrasiesertifikaat in subklousule (1) bedoel, moet sodanige verlof- of registrasiesertifikaat wat hy nie gebruik nie sonder versuim aan die Raad terugstuur.

(3) Die Raad kan te eniger tyd die skriftelike verlof- en/of registrasiesertifikaat in subklousule (1) bedoel intrek ná kennisgewing van 10 werkdag aan die werkgever: Met dien verstande dat indien daar vasgestel word dat die werkgever dit nie gebruik nie, geen kennisgewing nodig is nie.

(4) Geen werknemer mag vir 'n proeftyd van langer as altesaam ses maande in dieselfde ambag as 'n werksman graad I in diens geneem word nie, hetsy deur een of meer werkgevers."

5. Vervang klousule 6 deur die volgende:

"6. VERBODE INDIENSNEMING

(1) Niemand anders as 'n geskoolde werknemer, kontrakteur vir slegs arbeid, leerlingambagsman, vakleerling of kwekeling mag vir enigeen van die werksaamhede genoem in die omskrywing van 'ambagsman' in diens geneem word nie, maar 'n werksman, graad I mag, behoudens klousule 5, sodanige werksaamhede uitvoer in soverre as wat in die omskrywing van dié klas werknemer uiteengesit word.

(2) Niemand anders as 'n geskoolde werknemer, kontrakteur vir slegs arbeid, leerlingambagsman, vakleerling of kwekeling mag vir enigeen van die werksaamhede genoem in die omskrywing van 'werksman, graad I' in diens geneem word nie tensy hy deur die Raad toegelaat is om die betrokke werksaamhede uit te voer.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag 'n werkgever vry te stel van die betaling van die voorgeskrewe besoldiging wat hy sou moet betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het indien sodanige indiensneming nie verbied was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbied was nie."

(2) (a) The wages prescribed in subclause (1) shall be adjusted half-yearly as set out hereunder on 1 May and 1 November in each year after publication of the index figure in the *Government Gazette* in April and October. ('Index figure' means the average Consumer Price Index figure for the Witwatersrand and Pretoria relating to all items as published by the Department of Statistics in the *Government Gazette* in respect of each area, compared with itself in April 1970):

The index figure multiplied by the relevant wage prescribed in subclause (1) and divided by 161; Provided always that the result so reached shall be rounded off to the nearest whole cent which shall then constitute the new wage for that category of employee.

(b) As from 26 January 1976, that wages prescribed in subclause (1) (e) and (f) shall be increased by two cents and as from each subsequent date on which the wages are adjusted in terms of paragraph (a) an amount of two cents shall be added to the adjusted wages of employees referred to in subclause (1) (e) and (f)."

(2) For subclause (4), substitute the following:

"(4) *Reduction in wages.*—Nothing in this agreement or any amendment thereto shall operate to reduce the remuneration which was being paid to an employee immediately prior to the date on which this Agreement or any amendment thereto, as the case may be, came into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher rate whilst employed by the same employer on the same class of work."

4. For clause 5, substitute the following clause:

"5. REGISTRATION OF EMPLOYEES

(1) No employer shall employ any employee other than a skilled employee on any one or more of the operations mentioned in the definition of operative, Grade I, unless such employer has—

(a) obtained from the Council a registration certificate for such employee and ensures that such employee at all times while so employed is in possession of same; and

(b) obtained from the Council a written permission authorising the employment of an operative, Grade I, which shall set out all the conditions under which such employee shall be employed;

(c) in addition, in the case of an operative, Grade I, on probation, registered such employee with the Council.

(2) Every employer who is in possession of a permission and registration certificate referred to in subclause (1) shall without delay, return to the Council such permission or registration certificate not used by him.

(3) The Council may at any time withdraw the written permission and registration certificate referred to in subclause (1) after giving 10 working days' notice to the employer: Provided that upon it being established that the employer is not using it, no notice is required.

(4) No employee shall be employed as an operative Grade I, on probation at the same trade for more than six months in the aggregate, whether by one or more employers."

5. For clause 6, substitute the following clause:

"6. PROHIBITED EMPLOYMENT

(1) No person other than a skilled employee, labour only contractor, learner artisan, apprentice or trainee shall be employed on any of the operations mentioned in the definition of artisan except that an operative, Grade I, may subject to clause 5, perform such operations to the extent set out in the definition of that class of employee.

(2) No person other than a skilled employee, labour only contractor, learner artisan, apprentice or a trainee, shall be employed on any of the operations mentioned in the definition of operative, Grade I, unless he has been permitted by the Council to perform the relevant operations.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the employment of a person shall be deemed to relieve the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited."

6. KLOUSULE 9.—OORTYDWERK

(1) Vervang subklousule (2) (b) en (c) deur die volgende:

"(b) teen een en 'n half maal sy gewone loon vir alle oortydwerk bo en behalwe een uur per dag, Maandae tot Vrydae, en vir alle oortydwerk op Saterdag, uitgesonderd die Saterdag onmiddellik voor Geloftedag en sodanige getal Saterdag onmiddellik voor die jaarlikse verloftyd in klousule 18 voorgeskryf wat gelyk is aan die getal dae bo en behalwe die 23 dae wat deur die genoemde jaarlikse verloftydperk gedek word;

(c) teen dubbel sy gewone loon vir alle tyd wat hy werk op Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Seflaarsdag, Krugerdag, Geloftedag, Kersdag, Gesinsdag, en op al die ander dae wat gedek word deur die jaarlikse vakansietyd in klousule 18 voorgeskryf;"

(2) In subklousule (2), voeg die volgende nuwe paragraaf in:

"(d) die lone voorgeskryf in paragrawe (b) en (c) is slegs van toepassing nadat 'n werkgewer 44 uur per week teen sy gewone loon voltooi het: Met dien verstande dat tyd wat met sy werkgewer se toestemming verlore gegaan het of wat deur 'n siektesertifikaat gedek word, vir die toepassing van hierdie subklousule geag word tyd te wees wat gewerk is."

7. KLOUSULE 11.—VAKANSIEFONDS

(1) Vervang die tabel in subklousule D (1) deur die volgende:

"Klas werknemer"	Uurtoelae sent
Werknemers vir wie lone voorgeskryf word in—	
klousule 4 (1) (a) (i).....	11,0
klousule 4 (1) (a) (ii), (b) en (c).....	9,5
klousule 4 (1) (d).....	7,5
klousule 4 (1) (e), (f), (g) en (h).....	5,0
klousule 4 (1) (c), (j) en (k).....	4,0
klousule 4 (1) (l).....	37 sent per dag"

(2) Vervang die tabel in subklousule D (2) deur die volgende—

"Klas werknemer"	Bedrag R
Werknemers vir wie lone voorgeskryf word in—	
klousule 4 (1) (a) (i).....	4,84
klousule 4 (1) (a) (ii), (b) en (c).....	4,18
klousule 4 (1) (d).....	3,30
klousule 4 (1) (e), (f), (g), (h) en (l).....	2,20
klousule 4 (1) (i), (j) en (k).....	1,76"

8. KLOUSULE 12.—PENSIOEN- OF SOORTGELYKE FONDS

(1) Vervang die tabel in subklousule (1) deur die volgende—

"Klas werknemer"	Bedrag R
Werknemers vir wie lone voorgeskryf word in—	
klousule 4 (1) (a) (i).....	5,00
klousule 4 (1) (a) (ii), (b) en (c).....	4,40
klousule 4 (1) (d).....	3,40
klousule 4 (1) (e), (f), (g), (h) en (l).....	2,40
klousule 4 (1) (i), (j) en (k).....	2,00"

(2) Vervang die tabel in subklousule (2) deur die volgende—

"Klas werknemer"	Bedrag sent
Werknemers vir wie lone voorgeskryf word in—	
klousule 4 (1) (a) (i).....	12,5
klousule 4 (1) (a) (ii), (b) en (c).....	11,0
klousule 4 (1) (d).....	8,5
klousule 4 (1) (e), (f), (g), (h) en (l).....	6,0
klousule 4 (1) (i), (j) en (k).....	5,0"

(3) Vervang die tabel in subklousule (3) deur die volgende—

"Klas werknemer"	Bedrag R
Werknemers vir wie lone voorgeskryf word in—	
klousule 4 (1) (a) (i).....	5,00
klousule 4 (1) (a) (ii), (b) en (c).....	4,40
klousule 4 (1) (d).....	3,40
klousule 4 (1) (e), (f), (g), (h) en (l).....	2,40
klousule 4 (1) (i), (j) en (k).....	2,00"

9. KLOUSULE 12A.—SIEKTEVERLOF

Vervang die tabel in subklousule (5) (a) (i) deur die volgende:

"(aa) klousule 4 (1) (a), (b) en (c): R3 per werkdag.
 (ab) klousule 4 (1) (d) en (e): R2,50 per werkdag.
 (ac) klousule 4 (1) (f), (g), (h) en (l): R2 per werkdag.
 (ad) klousule 4 (1) (i), (j) en (k): R1,50 per werkdag".

6. CLAUSE 9.—OVERTIME.

(1) For subclause (2) (b) and (c) substitute the following:

"(b) at one and a half times his ordinary rate of wages for all overtime worked in excess of one hour per day, Mondays to Fridays, and any overtime worked on Saturdays, except the Saturday immediately preceding the Day of the Covenant and such number of Saturdays immediately preceding the annual leave period prescribed in clause 18 equal to the number of days in excess of 23 covered by the said annual leave period;

(c) at double his ordinary rate of wages for all time worked on Sundays, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day, Boxing Day, and on any such other days as may be covered by the annual holiday period prescribed in clause 18;"

(2) In subclause (2), insert the following new paragraph (d):

"(d) the rates prescribed in paragraphs (b) and (c) shall apply only after an employee has completed 44 hours per week at his ordinary rate of wages: Provided that time lost with his employer's permission or covered by sick certificate shall, for the purposes of this subclause be deemed to be time worked."

7. CLAUSE 11.—HOLIDAY FUND

(1) For the table in subclause D (1), substitute the following:

"Class of employee"	Hourly allowance cents
Employees for whom wages are prescribed in—	
clause 4 (1) (a) (i).....	11,0
clause 4 (1) (a) (ii), (b) and (c).....	9,5
clause 4 (1) (d).....	7,5
clause 4 (1) (e), (f), (g) and (h).....	5,0
clause 4 (1) (c), (j) and (k).....	4,0
clause 4 (1) (l).....	37 cents per day"

(2) For the table in subclause D (2) (a), substitute the following:

"Class of employee"	Amount R
Employees for whom wages are prescribed in—	
clause 4 (1) (a) (i).....	4,84
clause 4 (1) (a) (ii), (b) and (c).....	4,18
clause 4 (1) (d).....	3,30
clause 4 (1) (e), (f), (g) (h) and (l).....	2,20
clause 4 (1) (i), (j) and (k).....	1,76"

8. CLAUSE 12.—PENSION OR LIKE FUND

(1) For the table in subclause (1), substitute the following:

"Class of employee"	Amount R
Employees for whom wages are prescribed in—	
clause 4 (1) (a) (i).....	5,00
clause 4 (1) (a) (ii), (b) and (c).....	4,40
clause 4 (1) (d).....	3,40
clause 4 (1) (e), (f), (g), (h) and (l).....	2,40
clause 4 (1) (i), (j) and (k).....	2,00"

(2) For the table in subclause (2), substitute the following:

"Class of employee"	Amount cents
Employees for whom wages are prescribed in—	
clause 4 (1) (a) (i).....	12,5
clause 4 (1) (a) (ii), (b) and (c).....	11,0
clause 4 (1) (d).....	8,5
clause 4 (1) (e), (f), (g), (h) and (l).....	6,0
clause 4 (1) (i), (j) and (k).....	5,0"

(3) For the table in subclause (3), substitute the following:

"Class of employee"	Amount R
Employees for whom wages are prescribed in—	
clause 4 (1) (a) (i).....	5,00
clause 4 (1) (a) (ii), (b) and (c).....	4,40
clause 4 (1) (d).....	3,40
clause 4 (1) (e), (f), (g), (h) and (l).....	2,40
clause 4 (1) (i), (j) and (k).....	2,00"

9. CLAUSE 12A.—SICK LEAVE

For the table in subclause (5) (a) (i), substitute the following:

"(aa) clause 4 (1) (a), (b) and (c): R3 per working day;
 (ab) clause 4 (1) (d) and (e): R2,50 per working day;
 (ac) clause 4 (1) (f), (g), (h) and (l): R2 per working day;
 (ad) clause 4 (1) (i), (j) and (k): R1,50 per working day."

10. KLOUSULE 15.—VRYSTELLING

Voeg die volgende by subklousule (1):
 “, behoudens artikel 51 (3) van die Wet.”

11. KLOUSULE 16.—UITGAWES VAN DIE RAAD

Vervang subklousule (1) (a) en (b) deur die volgende:
 “(a) In klousule (4) (1) (a), (b), (c) en (d): 10c per week.
 (b) Alle ander werknemers: 2c per week;”.

12. KLOUSULE 18.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Vervang subklousule (1) deur die volgende:

“(1) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedurende ondergenoemde tydperke verrig word nie:
 Tussen 17h00 op 12 Desember 1975 en 07h00 op 5 Januarie 1976;
 tussen 17h00 op 15 Desember 1976 en 07h00 op 10 Januarie 1977;
 tussen 17h00 op 15 Desember 1977 en 07h00 op 9 Januarie 1978;”.

13. Voeg die volgende in tussen die aanhef van die Ooreenkoms en klousule 1:

“DEEL I.—ALGEMEEN”

14. Voeg die volgende in tussen klousules 3 en 4:

“DEEL II

Hierdie Deel van die Ooreenkoms is van toepassing op werknemers uitgesonderd dié wat op herhaalprosesse werksaam is en op die werkgewers van sodanige werknemers.”

15. Voeg die volgende by as Deel III van die Ooreenkoms:

“DEEL III

Hierdie Deel van die Ooreenkoms moet nagekom word deur werknemers wat op herhaalprosesse werksaam is en deur die werkgewers van sodanige werknemers.

25.—LONE

(1) Geen werknemer mag laer lone betaal en geen werknemer mag laer lone aanneem as die volgende nie, gelees saam met die ander bepalings van hierdie klousule:

	Per week R
(a) Werksman graad IV—A—	
gedurende eerste ses maande ondervinding.....	17,61
gedurende tweede ses maande ondervinding.....	19,53
gedurende derde ses maande ondervinding.....	21,45
gedurende vierde ses maande ondervinding.....	23,48
gedurende vyfde ses maande ondervinding.....	25,51
daarna.....	27,53
(b) Werksman graad IV—B—	
gedurende eerste ses maande ondervinding.....	17,61
gedurende tweede ses maande ondervinding.....	19,42
gedurende derde ses maande ondervinding.....	21,34
daarna.....	23,27
(c) Werksman graad IV—C—	
gedurende eerste ses maande ondervinding.....	17,61
gedurende tweede ses maande ondervinding.....	18,57
daarna.....	19,64
(d) Werksman graad IV—D—	
gedurende eerste drie maande ondervinding.....	16,01
gedurende tweede drie maande ondervinding.....	16,76
daarna.....	17,61
(e) Werksman graad IV—E—	
gedurende eerste drie maande ondervinding.....	16,01
daarna.....	16,76
(f) Werksman graad IV—F.....	17,29
(g) Ongeskoolde arbeider (herhaalproses), 18 jaar en ouer	16,01
(h) Ongeskoolde arbeider (herhaalproses), onder 18 jaar	11,95

(Ondervinding beteken die totale tydperk of tydperke wat 'n werknemer in sy klas op herhaalprosesse werksaam was.)

(2) Die lone in subklousule (1) voorgeskryf, moet halfjaarlik op 1 Mei en 1 November in elke jaar aangepas word soos hieronder uiteengesit ná publikasie van die indeksyfer in die Staatskoerant in April en Oktober. ('Indeksyfer' beteken die gemiddelde verbruikersprysindeksyfer vir die Witwatersrand en Pretoria met betrekking tot alle artikels soos deur die Departement van Statistiek in die Staatskoerant ten opsigte van elke gebied gepubliseer, in vergelyking met dié syfer in April 1970):

Die indeksyfer vermenigvuldig met die betrokke loon in subklousule (1) voorgeskryf en gedeel deur 161: Met dien verstande

10. CLAUSE 15.—EXEMPTION

To subclause (1) add the following:

“subject to the provisions of section 51 (3) of the Act.”

11. CLAUSE 16.—EXPENSES OF THE COUNCIL

For subclause (1) (a) and (b), substitute the following:

“(a) in clause (4) (1) (a), (b), (c) and (d): 10c per week;
 (b) all other employees: 2c per week;”.

12. CLAUSE 18.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

For subclause (1), substitute the following:

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

Between 17h00 on 12 December 1975 and 07h00 on 5 January 1976;

between 17h00 on 15 December 1976 and 07h00 on 10 January 1977;

between 17h00 on 15 December 1977 and 07h00 on 9 January 1978;”.

13. Between the preamble to the Agreement and clause 1, insert the following:

“PART I.—GENERAL”

14. Between clauses 3 and 4 insert the following:

“PART II

This part of the Agreement shall apply to employees other than those employed on repetitive processes and to the employers of such employees.”

15. Add the following as Part III of the Agreement:

“PART III

This Part of the Agreement shall be observed by employees who are employed on repetitive processes and by the employers of such employees.

25.—WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

	Per week R
(a) Operative, Grade IV—A—	
during the first six months of experience.....	17,61
during the second six months of experience.....	19,53
during the third six months of experience.....	21,45
during the fourth six months of experience.....	23,48
during the fifth six months of experience.....	25,51
thereafter.....	27,53
(b) Operative, Grade IV—B—	
during the first six months of experience.....	17,61
during the second six months of experience.....	19,42
during the third six months of experience.....	21,34
thereafter.....	23,27
(c) Operative, Grade IV—C—	
during the first six months of experience.....	17,61
during the second six months of experience.....	18,57
thereafter.....	19,64
(d) Operative, Grade IV—D—	
during the first three months of experience.....	16,01
during the second three months of experience.....	16,76
thereafter.....	17,61
(e) Operative, Grade IV—E—	
during the first three months of experience.....	16,01
thereafter.....	16,76
(f) Operative, Grade IV—F.....	17,29
(g) Unskilled labourer (repetitive process), 18 years of age and over.....	16,01
(h) Unskilled labourer (repetitive process), under 18 years of age.....	11,95

(Experience means the total period or periods of employment which an employee has had in his class on repetitive processes.)

(2) The wages prescribed in subclause (1), shall be adjusted half-yearly as set out hereunder on 1 May and 1 November of each year after publication of the index figure in the *Government Gazette* in April and October. ('Index figure' means the average Consumer Price Index figure for the Witwatersrand and Pretoria relating to all items as published by the Department of Statistics in the *Government Gazette* in respect of each area, compared with itself in April 1970):

The index figure multiplied by the relevant wage prescribed in subclause (1) and divided by 161: Provided always that the

dat die resultaat wat aldus verkry word altyd tot die naaste sent bereken word, wat dan die nuwe loon vir dié klas werknemer moet wees.

(3) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer op 'n weeklikse grondslag berus en moet 'n werknemer, behoudens klousule 26 (5), minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (4), voorgeskryf word vir 'n werknemer van sy klas in die gebied waarin hy werk, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 27 van hierdie Deel vir hom geld, of minder, gewerk het.

(4) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het: Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkomst so uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(5) *Loonberekening.*—(a) Die dagloon van 'n werknemer is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;

(ii) ses, in die geval van alle ander werknemers.

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(c) Die uurloon van 'n werknemer is sy weekloon gedeel deur 46.

(6) Niks in hierdie Deel mag die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Deel in werking tree, verminder word nie, en 'n werknemer wat op dié datum 'n hoër besoldiging ontvang as wat vir sy klas werk in hierdie Deel voorgeskryf word, moet dié hoër loon bly ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is.

26. BETALING VAN BESOLDIGING

(1) Behoudens klousule 32 (4) van hierdie Deel, moet lone, verdienstes vir oortydwerk, toelaes en alle ander besoldiging aan 'n werknemer verskuldig weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde koefert of houer wees waarop gemeld word of wat vergesel gaan van 'n staat waarop gemeld word—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(g) besonderhede van enige bedrag wat afgetrek is;

(h) die werklike bedrag wat aan die werknemer betaal word; en

(i) die tydperk waarvoor die betaling geskied;

en sodanige koefert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat die werkgever, op die skriftelike versoek van 'n werknemer, die verskuldigde bedrag in sodanige werknemer se bouvereniging- of bankrekening kan inbetaal en die betrokke kwitansie tesame met bogenoemde staat aan die werknemer moet oorhandig.

(2) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

result so reached shall be rounded off to the nearest whole cent which shall then constitute the new wage for that category of employee.

(3) *Basis of contract.*—For the purposes of this clause, the contract of employment of an employee shall be on a weekly basis, and, save as provided in clause 26 (5), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (4), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 27 of this part or less.

(4) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(5) *Calculation of wages.*—(a) The daily wage of an employee shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of every other employee.

(b) The monthly wage of an employee shall be four and one-third times his weekly wage.

(c) The hourly wage of an employee shall be his weekly wage divided by 46.

(6) Nothing in this Part shall operate to reduce the remuneration which is being paid to an employee on the date on which this Part comes into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in this Part, shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

26. PAYMENT OF REMUNERATION

(1) Save as provided in clause 32 (4) of this Part, wages, earnings for overtime, allowances and all other remuneration due to an employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that, at the written request of an employee, the amount due may be paid into his building society or bank account by the employer who shall hand to him the relevant receipt together with the aforementioned statement.

(2) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(3) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemers vereis om van hom of van enige winkel, plek of persoon deur hom aangewys goedere te koop nie.

(4) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of inwoning of kos en inwoning aan te neem nie.

(5) *Aftekings.*—'n Werkgewer mag sy werknemer geen boetes opleë of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Enige bedrag wat 'n werkgewer mag aftrek ingevolge hierdie Deel of ingevolge 'n toestemming of vrystelling wat deur die Raad ingevolge hierdie Deel toegestaan is;

(b) behoudens andersluidende bepalings in hierdie deel telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) elke bedrag wat 'n werkgewer regtens, of kragtens of ingevolge 'n bevel van 'n bevoegde hof, moet of mag aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	0,80	3,47
(ii) Huisvesting.....	0,40	1,73
(iii) Kos en huisvesting.....	1,20	5,20;

(e) wanneer die gewone werkure in klousule 27 van hierdie Deel voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

(i) geen afrekkings ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) ten opsigte van korttyd weens wisselvalligheid van die weer, 'n tekort aan vervoermiddels of weens die feit dat die masjinerie of installasie uit oorde is of dat die geboue onbruikbaar is of dreig om dit te word, geen afrekkings vir die eerste uur waarin daar nie gewerk word nie, geskied nie tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike owerheid betaal het aan die huur van 'n huis of aan huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon;

(g) met die skriftelike toestemming van die werknemer, 'n bedrag vir assurance, spaarfonds, ens.;

(h) met die skriftelike toestemming van die werknemer, verrekking van bedrae wat die werknemer en die werkgewer mekaar onderling skuld.

27. WERKDAE EN WERKURE

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en
(ii) behoudens subparagraaf (i) hiervan, nege en 'n half op 'n dag.

(2) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenpouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(3) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(5) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) Any amount which an employer is allowed to make in terms of this Part, or in terms of any approval or exemption granted by the Council in terms of this Part;

(b) except where otherwise provided in this Part whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week	Per month
	R	R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20;

(e) whenever the ordinary hours of work prescribed in clause 27 of this Part are reduced on account of short-time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction: Provided that—

(i) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(ii) no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of transport, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority;

(g) with the written consent of the employee, a deduction for insurance, savings, funds, etc.;

(h) with the written consent of an employee, set-off of any amounts mutually owed between employer and employee.

27. DAYS AND HOURS OF WORK

(1) An employer shall not require or permit an employee to work more ordinary hours of work than—

(a) in the case of an employee who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and
(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half.

(b) in the case of an employee who works a five-day week—

(i) 46 in any week from Monday to Friday, inclusive; and
(ii) subject to subparagraph (i) hereof, nine and one-half on any day.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Labour, for his area, in writing of such agreement, the interval may be so reduced;

(ii) werktidperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktid te wees;

(iv) alleenlik een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op 'n dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word.

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werktidperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2) moet alle werkure van 'n werknemer op iedere dag agtereenvolgend wees.

(5) Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer terwyl hy met noodwerk besig is nie.

28. BETALING VIR OORTYDWERK EN WERK OP SEKERE DAE

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie. Verlof om vir noodsaaklike dienste oortyd te werk, moet vooraf skriftelik deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, en dan moet die werkgewer dit binne vier uur nadat die noodtoestand ontstaan het by die Raad aanmeld vir die toepassing van hierdie Deel word tyd wat gewerk is bo en behalwe die getal gewone werkure voorgeskryf in klousule 27 van hierdie Deel geag oortydwerk te wees.

(2) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur in 'n week oortyd te werk nie.

(3) *Vroulike werknemers.*—Ondanks anderluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

(c) meer as twee uur oortyd op 'n dag te werk nie, met die uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in 'n week beloop;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 25 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(4) *Betaling vir oortydwerk.*—Behoudens subklousules (5) en (6) hiervan, moet 'n werkgewer 'n werknemer wat oortyd werk minstens een en 'n derde maal sy gewone loon betaal vir die totale tydperk wat sodanige werknemer in 'n week gewerk het.

(5) *Betaling vir werk op sekere dae.*—As 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelsvaartsdag, Republiekdag, Gelofte van Kersdag werk, moet sy werkgewer hom, behoudens klousule 26(5) van hierdie Deel, vir die week waarin sodanige dag val minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op dié dag gewerk het. Met dien verstande dat waar van dié werknemer vereis of hy toegelaat word om minder as vier uur op dié dag te werk, hy geag word vier uur te gewerk het.

(6) As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom soos volg betaal:

(a) (i) As hy vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon;

(ii) as hy vir 'n langer tydperk as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het, of minstens dubbel sy dagloon, naamlik die grootste van die twee;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may at the request of the employee, be reduced to 15 minutes.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) The provision of subclauses (2), (3) and (4) shall not apply to an employee while he is engaged on emergency work.

28. OVERTIME PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS

(1) An employer shall not require or allow an employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report to the Council within four hours of the time such emergency has arisen. For the purposes of this Part, all time worked in excess of the number of ordinary hours of work prescribed in clause 27 of this Part shall be deemed to be overtime.

(2) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than 10 hours in any week.

(3) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day; except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(4) *Payment for overtime.*—Subject to the provisions of subclauses (5) and (6) hereof, an employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(5) *Payment for work on certain days.*—Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall, save as provided in clause 26 (5) of this Part, pay him for the week in which such day falls not less than his weekly wage times his ordinary wage in respect of the total period worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(6) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he works for a period not exceeding four hours, not less than his daily wage;

(ii) if he works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het en hom ook binne sewe dae ná so 'n Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal: Met dien verstande dat waar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op so 'n Sondag te werk, hy geag word vier uur te gewerk het.

29. STUKWERK

(1) 'n Werkgewer mag, nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 26 (5) van hierdie Deel, sy werknemer wat volgens sodanige stukwerkstelsel werk, teen die besoldiging betaal wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, die werknemer vir elke week waarin stukwerk verrig word, minstens die bedrag moet betaal wat hy so 'n werknemer vir daardie week sou moet betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgewer moet 'n lys van die besoldiging bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemers wat volgens sodanige stelsel werk, minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

30. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet—

(a) behoudens subklousule (6), gedurende die eerste vier weke diens, minstens een werkdag;

(b) na die eerste vier weke diens, minstens een week;

vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, mag voor of op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer geskied en loop op vanaf die dag na sodanige betaaldag: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 32 van hierdie Deel of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 33 van hierdie Deel kennis gegee mag word nie.

(4) Wanneer kennisgewing van slegs een werkdag vereis word, kan sodanige kennisgewing op enige werkdag geskied.

(5) Ondanks andersluidende bepalinge in hierdie Deel mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens verlaat sonder om kennis te gee en

(b) pay him at a rate of not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

29. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee, introduce any piece-work system and, save as provided in clause 26 (5) of this Part, such employer shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee in respect of each week in which piece-work is performed, not less than the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

30. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) save as provided in subclause (6), during the first four weeks of employment, not less than one work-day's,

(b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall be given on or before the usual pay-day of the establishment for such employee and shall run from the day after such pay-day: Provided that—

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 32 of this Part of any period of military training, which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 33 of this Part.

(4) Where only one work-day's notice is required to be given, such notice may be given on any work-day.

(5) Notwithstanding anything to the contrary in this Part, where an employee terminates his contract of employment by leaving his employment without having given and served the

sonder om die vereiste kennisgewingstermyn uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Deel skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

(6) Geen kennisgewing van diensbeëindiging word vereis as die betrokke werknemer twee werkdade of minder by dieselfde werkgever gewerk het nie.

(7) Die betaling in subklousule (1) hiervan bedoel, moet, ten opsigte van 'n werknemer wat stukwerk verrig, bereken word volgens die minimum besoldiging wat in klousule 25 van hierdie Deel voorgeskryf word.

31. PENSIOEN- OF SOORTGELYKE FONDSE

(1) Behoudens subklousule (4) van hierdie klousule, is klousule 12 (4) tot (12) van Deel II *mutatis mutandis* van toepassing ten opsigte van werkgevers en hul werknemers vir wie lone voorgeskryf word in klousule 25 (1) (a) tot (h) van hierdie Deel. Elke werkgever moet, ten opsigte van elke werknemer van enige van die klasse werknemers hieronder genoem wat 16 uur of langer gedurende 'n week (uitgesonderd oortydwerk) by hom in diens is, ondergenoemde bedrae aan die Raad betaal in ooreenstemming met die prosedure wat in klousule 12 van Deel II bepaal word:

Klas werknemer	Weeklikse bydraes Pensioen-fonds R
Werkman, graad IV—A en B.....	2,40
Werkman, graad IV—C, D, E en F.....	1,60
Ongeskoolde arbeider (herhaalprosesse).....	1,20

(2) Benewens enige ander besoldiging waarop 'n werknemer, geregtig is, moet elke werkgever, behoudens subklousule (3) hiervan, aan elke ondergenoemde werknemer wat vir hom gewerk het die toelaag betaal wat hieronder voorgeskryf word ten opsigte van elke uur wat weekliks gewerk is (uitgesonderd oortydwerk): Met dien verstande dat genoemde toelaag vir hoogstens 40 uur in 'n week betaal word:

Werkman, graad IV (A) en (B): R0,06 per uur.
Werkman, graad IV (C), (D), (E) en (F): R0,04 per uur.
Ongeskoolde arbeider (herhaalprosesse): R0,03 per uur.

(3) 'n Werkgever is daarop geregtig om die betrokke bedrae van die bydraes wat hy ingevolge subklousule (1) gemaak het, af te trek van die besoldiging van die werknemers ten opsigte van wie die bydraes gemaak word: Met dien verstande dat, indien 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens is, slegs die werkgever by wie hy eerste minstens 16 uur gedurende dié week in diens was die aftrekking kan maak.

(4) Hierdie klousule is nie van toepassing nie op 'n werknemer wat voor die datum van inwerkingtreding van hierdie Deel 'n deelnemer in en lid was, of daarna geword het, van 'n fonds wat vir pensioen- en/of voorsorgvoordele voorsiening maak en wat op genoemde datum bestaan het en waarin die werkgever van dié werknemer op genoemde datum 'n deelnemer was, of op dié werkgever van sodanige werknemer, slegs gedurende die tydperk wat sodanige fonds in werking bly en sowel die werkgever as die werknemer deelnemers daarin is, indien, na stens dubbel die werkloon waarop hy geregtig is: Met dien verskaf oor die algemeen nie minder gunstig is as die voordele wat deur die fonds in klousule 12 (4) (a) van Deel II genoem verskaf word nie.

32. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer 14 agtereenvolgende dae verlof toestaan ten opsigte van elke voltooide tydperk van 12 maande diens by hom, en moet hy aan dié werknemer ten opsigte van sodanige verlof vanaf die eerste dag daarvan 'n bedrag betaal gelyk aan minstens dubbel die werkloon waarop hy geregtig is: Met dien verstande dat, vir die toepassing van hierdie klousule, die weekloon van 'n werknemer wat stukwerk verrig, bereken word volgens die grondslag uiteengesit in artikel 20 (5) (a) van die Wet of Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof voorgeskryf in subklousule (1), moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder toegestaan is nie, dit behoudens subklousule (3) so verleen moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het; of dat, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Part, an amount of not more than that which such employee would have had to pay him in lieu of notice.

(6) No notice of termination of employment shall be required if the employee concerned has worked for two or less working days with the same employer.

(7) The payment referred to in subclause (1) hereof shall, in relation to an employee employed on piece-work, be calculated on the minimum remuneration prescribed in clause 25 of this Part.

31. PENSION OR LIKE FUND

(1) Subject to the provisions of subclause (4) of this clause, the provisions of clause 12 (4) to (12) of Part II shall *mutatis mutandis* apply in respect of employers and their employees for whom wages are prescribed in clause 25 (1) (a) to (h) of this Part. Every employer shall, in respect of every employee of any of the classes of employees mentioned hereunder employed by him for 16 or more hours during a week (excluding overtime), pay to the Council the undermentioned amounts, in accordance with the procedure laid down in clause 12 of Part II:

Class of employee	Weekly contributions Pension Fund R
Operative, Grade IV—A and B.....	2,40
Operative, Grade IV—C, D, E and F.....	1,60
Unskilled labourer (repetitive processes).....	1,20

(2) In addition to any other remuneration to which an employee may be entitled, every employer shall, subject to subclause (3) hereof, pay to every employee mentioned hereunder, who has worked for him, the allowance prescribed hereunder, in respect of every hour worked (excluding overtime) weekly: Provided that the said allowance shall be paid on not more than 40 hours in any one week:

Operative, Grade IV (A) and (B): R0,06 per hour.
Operative, Grade IV (C), (D), (E) and (F): R0,04 per hour.
Unskilled labourer (repetitive processes): R0,03 per hour.

(3) An employer shall be entitled to deduct the relevant amounts of the contributions made by him in terms of subclause (1), from the remuneration of the employees in respect of whom the contributions are made: Provided that where an employee is employed by two or more employers during the same week, the deduction may only be made by the employer by whom he was first employed for not less than 16 hours during that week.

(4) The provisions of this clause shall not apply to any employee who, prior to the date of coming into operation of this Part, was, or thereafter became, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such funds provides are, on the whole, not less favourable than the benefits provided by the fund referred to in clause 12 (4) (a) of Part II.

32. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, in respect of each completed period of 12 months of employment with him, 14 consecutive days' leave and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave: Provided that, for the purposes of this clause, the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) (a) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 33 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek bewaar minstens tot na die verstryking van die verloftydperk.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1), ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 30 van hierdie Deel voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is,

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan toegestaan was.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag ook te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 30 van hierdie Deel betaal in plaas van kennis te gee;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 33 van hierdie Deel;

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie, en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voor die inwerking-treding van hierdie Deel kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Deel in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 33 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiry of the period of leave.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave;

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period as accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-sixth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further than an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 30 of this Part, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purposes of this clause, the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 30 of this Part, pays an employee in lieu of notice;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 33 of this Part;

(iii) on the instructions or at the request of his employer;

amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Part become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into force of this Part and to whom any law providing for annual leave applied but who had not

toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van 'n ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van inwerkingtreding van hierdie Deel en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting sluit vir 14 agtereenvolgende dae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie op die volle tydperk van die jaarlikse verlof voorgeskryf in subklousule (1), geregtig is nie, moet ten opsigte van verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van die jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus sluit.

(9) Behoudens klousule 26 (5) van hierdie Deel en subklousule (2) van hierdie klousule, moet 'n werkgever sy werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie vir die week waarin sodanige dag val minstens sy weekloon betaal.

33. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van—

(a) in die geval van 'n werknemer wat gewoonlik 'n werkweek van vyf dae het, altesaam minstens 10 werkdade, en

(b) in die geval van iedere ander werknemer, altesaam minstens 12 werkdade;

gedurende elke tydperk van 12 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 12 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie ten opsigte van 'n tydperk van 'n werknemer se ongeskiktheid indien daar by 'n ander wet van 'n werkgever vereis word om die werknemer minstens sy volle loon te betaal.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk vir 'n tydperk van langer as twee agtereenvolgende dae, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Vir die toepassing van hierdie klousule—

(a) sluit die uitdrukking “diens” in—

(i) enige tydperk wat 'n werknemer van sy werk afwesig is—

(aa) met verlof ingevolge klousule 32 van hierdie Deel;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1),

en wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings tydperk as diens te eis nie, en word enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Deel geag diens ingevolge hierdie Deel te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Deel toegestaan te wees;

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of 'n besering, uitgesonderd siekte of besering veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat sodanige werkonvermoë wat veroorsaak is deur 'n ongeluk

become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Part, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may, for the purpose of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 14 consecutive days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

(9) Subject to the provisions of clause 26 (5) of this Part and subclause (2) of this clause, if an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

33. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee who is absent from work through incapacity—

(a) in the case of an employee who normally works a five-day week, not less than 10 work days, and

(b) in the case of every other employee, not less than 12 work-days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work-day in respect of each completed month of employment;

(ii) the provisions of this clause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay to the employee not less than his full wages.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner: Provided that, when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) For the purposes of this clause, the expression—

(a) “employment” includes—

(i) any period during which an employee—

(aa) is on leave in terms of clause 32 of this Part.

(ab) is absent from work on the instructions or at the request of his employer,

(ac) is on sick leave in terms of subclause (1),

amounting in the aggregate, in any year, to not more than 10 weeks, and

(ii) any period during which an employee is undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Part shall, for the purposes of this clause, be deemed to be employment under this Part and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Part;

(b) “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for

of 'n gelyste siekte waarvoor vergoeding betaalbaar is ingevolge die Ongevalwet, 1941, geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

34. UITGAWES VAN DIE RAAD

(1) Ter bestryding van die Raad se uitgawes moet elke werkgewer aan die Raad, ingevolge die prosedure voorgeskryf in klousule 12 van Deel II, 'n bedrag van twee sent per week betaal ten opsigte van elke werknemer vir wie lone voorgeskryf word in klousule 25 (1), uitgesonderd werknemers wat voorheen 16 uur of langer vir 'n ander werkgewer gedurende dié week gewerk het: Met dien verstande dat geen betaling geskied nie ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het.

(2) 'n Werkgewer kan 'n bedrag van een sent vir sodanige week van die loon van sodanige werknemer aftrek.

35. GETALSVIRHOUDING

(1) (a) *Werksman, graad IV (A).*—'n Werkgewer mag nie 'n ongekwalifiseerde werksman, graad IV (A), in diens neem nie, tensy hy 'n gekwalifiseerde werksman, graad IV (A) in sy diens het, en vir elke gekwalifiseerde werksman, graad IV (A) in sy diens mag hy hoogstens drie ongekwalifiseerde werksmanne, graad IV (A) in diens neem.

(b) 'n Werksman, graad IV (A), word geag gekwalifiseer te wees nadat hy 30 maande ondervinding opgedoen het soos omskryf in klousule 25 (1).

(2) Vir die toepassing van hierdie klousule kan 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n werksman, graad IV (A) verrig, geag word 'n gekwalifiseerde werknemer in dié klas te wees, en 'n ongekwalifiseerde werksman, graad IV (A) wat minstens die loon van 'n gekwalifiseerde werksman, graad IV (A), ontvang, kan geag word 'n gekwalifiseerde werknemer te wees.

36. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 15 sent per week betaal.

37. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Aanhangsel van hierdie Ooreenkoms voorgeskryf en wat die volle name van die werkgewer en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

38. ALGEMENE BEPALINGS

Klousules 14, 15, 17, 19, 20, 21 en 24 van Deel II is *mutatis mutandis* van toepassing op die werkgewers en werknemers wat deur hierdie Deel van die Ooreenkoms gedek word.

Op hede die 30ste dag van April 1975 in Johannesburg onder-teken.

N. G. LEVEY, Voorsitter.

H. B. BULL, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

BYLAE

Ek/Ons (a).....
wat herhaalproseswerk in die Bounywerheid verrig te.....
verklaar hierby dat.....
in my/ons (a) diens was van die.....
dag van.....19..... tot die.....
dag van.....19..... in die hoedanigheid van (b).....

By diensbeëindiging was sy/haar (a) loon.....
rand.....sent per week.

(Handtekening van werkgewer of
gemagtigde verteenwoordiger)

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was.

which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

34. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall pay to the Council, in accordance with the procedure prescribed in clause 12 of Part II, in respect of each employee for whom wages are prescribed in clause 25 (1), excluding employees who have worked previously for 16 hours or more for another employer during such week, an amount of two cents per week: Provided that no payment shall be made in respect of an employee who works less than 16 hours in any week for an employer.

(2) An employer may deduct from the wage of such employee an amount of one cent for such week.

35. PROPORTION OR RATIO

(1) (a) *Operative, Grade IV (A).*—An employer shall not employ an unqualified operative, Grade IV (A), employee unless he has in his employ a qualified operative, Grade IV (A), employee, and for each qualified operative, Grade IV (A), employee employed by him not more than three unqualified operative, Grade IV (A), employees may be employed by him.

(b) An operative, Grade IV (A) shall be deemed to be qualified after having obtained 30 months' experience as defined in clause 25 (1).

(2) For the purposes of this clause, an employee who is wholly or mainly engaged in performing the work of an operative, Grade IV (A), employee may be deemed to be a qualified employee in such class, and an unqualified operative, Grade IV (A), employee who is receiving not less than the wage for a qualified operative, Grade IV (A), employee may be deemed to be a qualified employee.

36. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 15c every week.

37. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the form prescribed in the Annexure to this Agreement, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

38. GENERAL PROVISIONS

The provisions of clauses 14, 15, 17, 19, 20, 21 and 24 of Part II shall *mutatis mutandis* apply to employers and employees covered by this Part of the Agreement.

Signed at Johannesburg this 30th day of April 1975.

N. G. LEVEY, Chairman.

H. B. BULL, Vice-Chairman.

D. B. EHLERS, General Secretary.

ANNEXURE

I/We (a).....
engaged in a repetitive process in the Building Industry at.....
hereby certify that.....
was employed by me/us (a) from the.....
day of.....19..... to the.....
day of.....19..... as (b).....
At the termination of employment, his/her (a) wage was.....
rand and.....cents per week.

Date.....

(Signature of employer or
authorised representative)

(a) Delete whichever is not applicable.

(b) State occupation in which employee was wholly or mainly engaged.

No. R. 82

16 Januarie 1976

WET OP NYWERHEIDSVERSOENING, 1956

**WERKRESERVERINGVASSTELLING 28—BOU-
NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—
VRYSTELLING TEN OPSIGTE VAN SEKERE
GEBIEDE IN TRANSVAAL**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid, kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 1828 van 13 Oktober 1972, soos gewysig en verleng, bindend is en aan alle werknemers van sodanige werkgewers, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 28 wat by Goewermentskennisgewing R. 149 van 24 Januarie 1975 gepubliseer is, in dié mate dat persone wat nie Blanke persone of Gekleurde geskoolde ambagsmanne is nie in genoemde Nywerheid enige werk mag verrig wat in die omskrywing van "werksman, graad I" en "werksman, graad II" in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

No. R. 82

16 January 1976

INDUSTRIAL CONCILIATION ACT, 1956

**WORK RESERVATION DETERMINATION 28—
BUILDING INDUSTRY, REPUBLIC OF SOUTH
AFRICA.—EXEMPTION IN RESPECT OF CERTAIN
AREAS IN THE TRANSVAAL**

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 28, published under Government Notice R. 149 of 24 January 1975, to all employers who are bound by the Agreement relating to the Building and Monumental Masonry Industries, Transvaal, published under Government Notice R. 1828 of 13 October 1972, as amended and extended, and to all the employees of such employers, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that persons who are not White persons or Coloured skilled artisans may in the said Industry perform any work specified in the definitions of "operative, Grade I" and "operative, Grade II" in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-tegniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R1,35 (oorsee posgeld 10 sent ekstra) per nommer van bogenoemde adres verkrygbaar is.

* Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

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