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GOVERNMENT NOTICES**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2356

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956**BUILDING AND MONUMENTAL MASONRY
INDUSTRIES (TRANSVAAL).—HOLIDAY FUND
AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower
Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 11 (11) and 15, shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, 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 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

16675—A

GOEWERMENTSKENNISGEWINGS**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2356

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956**BOU- EN MONUMENTKLIPMESSSELNYWER-
HEID (TRANSVAAL).—VAKANSIEFONDSOOR-
EENKOMS.**

Ek, Stephanus Petrus Botha, Minister van Manne-
kragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede wat genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 11 (11) en 15, met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

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SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY (TRANSVAAL)

HOLIDAY FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and 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 Union of Building Trade Workers 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).

ARRANGEMENT OF AGREEMENT

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1. AREA AND SCOPE OF APPLICATION OF
AGREEMENT

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

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

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(TRANSVAAL)

VAKANSIEFONDSOORENKOMS

ingevolge 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 Union of Building Trade Workers 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).

INDELING VAN OOREENKOMS

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1. GEBIED EN TOEPASSINGSBESTEK VAN
OOREENKOMS

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

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

(b) (i) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val), die gebied binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val; die gebiede binne 'n straal van 16,09 km vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrostdistrik Pretoria geval het);

(ii) in die landdrostdistrik Bethal (met inbegrip van daardie gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika omvat nie; en

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), this Agreement shall apply to—

(a) all employees for whom allowances are prescribed in this Agreement and who are employed in the said Industries;

(b) all apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

(c) trainees in terms of the Training of Artisans' Act, 1951, only to the extent to which they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 31 October 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

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

“artisan” means an employee performing 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; plumbing 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 blocks not bedded in mortar or mastic;

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

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, planing and fixing finished woodwork; assembling and fixing composition materials and rough timbers; assembling of kitchen fittings; and fixing of corrugated iron and asbestos sheets to wooden backing or grounds, fixing of slate tiles, harvey tiles, or similar materials, asbestos slates and wooden shingles.

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

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

Lead-light making.—Setting out of templates 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.

(bb) onderworpe is aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal, Durban en Pietermaritzburg en die Noordelike Gebiede.

(2) Ondanks subklousule (1) geld hierdie Ooreenkoms ten opsigte van—

(a) alle werknemers vir wie toelaes in hierdie Ooreenkoms voorgeskryf word en wat in die genoemde Nywerhede in diens is;

(b) alle vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk eindigende 31 Oktober 1981 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“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 toesig 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.

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

Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.—Afmerkwerk, uitlêwerk; montering en vassit van vaste toebehore; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoebehore; die vassit van gegroefde sink- en asbesplate aan agterwerk en hegstukke van hout; leiteëls, harveyteëls, of dergelike materiaal, 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.

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; handswais- 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.

Painting and decorating/glazing.—Tinting; stippling; paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, 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 down-pipes;
- (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;

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

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

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

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

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

Verf- en versierwerk/beglasing.—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, maar uitgesonderd—

- (a) die aanbring van witkalk en sementstryksel aan alle oppervlakke;
- (b) die aanbring van dekoratiewe bitumastiek aan riool-pype;
- (c) die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;
- (d) die aanbring van 'n vloebare 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-, afvallings- en granolitiese werk.—Die voorbereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakke; afwerking met die hand na afvallings met 'n reihout; die aanbring van vergruisde klip aan kleefstof op nure; afskuurwerk.

Loodgieterswerk.—Uitmerk- en afmerkwerk; die finale vassit van gemonteerde pype en toebehore.

Staalwerk.—Die uitle 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 poleerwerk 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.

Teelwerk.—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 gedien het ingevolge die Wet op Vakleerlinge, 1944;

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

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

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, blaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepyppiole; **lakpoleerwerk,** wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in spannings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

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

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

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

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

painting, which includes decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

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

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

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

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

woodworking, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, drilling and plugging of walls, covering of wood work with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition

skryfwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skryfwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuiskaste of ander kombuistoehore insluit wat as 'n permanente deel van die gebou aanbring word;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkgereedschap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, greinering en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terras- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaalplaatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbankskerms en binnens-huise los en vaste toebehore;

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

houtwerk, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfde sinkplate, klank- en akoestiekmetaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se ver-naamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige

when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"charge hand" means an artisan responsible to a foreman for the exercising of powers and the performance of function and duties delegated to him by such foreman;

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

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section 19 of the Act;

"employee" means, subject to the provisions of the Act, also a working director or a working partner;

"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) is directly responsible to a general foreman or the employer or 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;

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

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

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

"Main Agreement" means the Agreement of the Council published in terms of the Act which prescribe wages for skilled employees;

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

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

"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;

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

"trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans' Act, 1951;

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

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 of the Main Agreement in respect of the ordinary hours laid down in clause 10 of the Main Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of the Main Agreement, it means such higher amount;

lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"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;

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"werknemer", behoudens die bepalings van die Wet, ook 'n werkende direkteur of 'n werkende vennoot;

"werkgever", behoudens die bepalings van die Wet, ook 'n direkteur of 'n regspersoon;

"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

(d) regstreeks aan 'n algemene voorman of die werkgever of die werkgever 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 plige al of enige van die volgende insluit:

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgever vir doeltreffendheid en produksie op die terrein(e);

(e) verrigting van die werk van 'n ambagsman, hetsy in die hoedanigheid van instrukteur of andersins;

"Nywerheid" die Bou- en/of Monumentklipmesselnywerheid;

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

"meesterambagsman" 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms as 'n meesterambagsman geregistreer is of wat daarna as 'n meesterambagsman geregistreer word;

"Hoof-ooreenkoms" die Ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone vir geskoolde werknemers voorgeskryf word;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is om grafstene of ander monumente te maak/of oor grafte op te rig en/of om grafte op te bou;

"Sekretaris" die Sekretaris van die Raad, en omvat dit enige beampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"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;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en allerlei soorte kerkhofgedenkstene;

"kwekeling" 'n werknemer wat 'n opleidingstydperk ondergaan ingevolge die Wet op Opleiding van Ambagsmanne, 1951;

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

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 van die Hoof-ooreenkoms in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 10 van die Hoof-ooreenkoms voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van die Hoof-ooreenkoms voorgeskryf word, dit sodanige hoër bedrag beteken;

"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 14 of this Agreement 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 14 of this Agreement in respect of which the ordinary hours of work laid down in clause 10 of the Main Agreement apply.

4. ESTABLISHMENT AND OPERATION OF THE HOLIDAY FUND

(1) (a) The operation of the fund established under Government Notice 2688 of 21 November 1952 as amended, and known as "The Transvaal Holiday Fund for the Building Industry", hereinafter referred to as the "Fund", shall continue in accordance with the provisions set out in this Agreement.

(b) The Fund shall consist of—

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

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

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

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

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

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

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

5. ADMINISTRATION OF THE FUND

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

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

(3) The expenses of the Fund shall be paid from the general funds of the Council.

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

6. AUDIT OF THE FUND

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

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

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

"werkdag" enige dag behalwe Saterdag [uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag en sodanige getal Saterdag wat die jaarlikse verlof in klousule 14 van hierdie Ooreenkoms voorgeskryf, onmiddellik voorafgaan, en wat gelyk is aan die getal dae waarmee genoemde jaarlikse verlof 23 dae oorskry], Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugersdag, Geloftedag, Kersdag en Gesinsdag, en die jaarlikse verlof in klousule 14 van hierdie Ooreenkoms voorgeskryf ten opsigte waarvan die gewone werke soos in klousule 10 van die Hofooreenkoms voorgeskryf, van toepassing is.

4. STIGTING EN WERKING VAN DIE VAKANSIEFONDS

(1) (a) Die werking van die fonds wat ingevolge Goewermentskennisgewing 2688 van 21 November 1952, soos gewysig, gestig is en wat as "Die Vakansiefonds vir die Bounywerheid, Transvaal" bekend staan, hieronder die "Fonds" genoem, gaan voort ooreenkomstig die bepalings wat in hierdie Ooreenkoms vervat is.

(b) Die Fonds bestaan uit—

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

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

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

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

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

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

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

5. ADMINISTRASIE VAN DIE FONDS

(1) Die Fonds word deur die Raad geadminestreer.

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

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

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

6. OUDITERING VAN DIE FONDS

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

(i) Alle geld wat ingevolge die bepalings van hierdie Ooreenkoms ontvang word;

(ii) uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon.

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

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

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

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

8. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry at the date on which this Agreement comes into operation who has not already done so in pursuance of a previous agreement, shall within one month forward to the Secretary on a form prescribed by the Council, the following particulars:

- (i) Full name;
- (ii) business address;
- (iii) the trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this subclause shall also be furnished by all employers entering the Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or company, information in accordance with paragraph (a) of this subclause, shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall also be furnished.

(2) The Secretary shall maintain a register of all employers referred to in subclause (1) hereof.

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within 14 days of such change.

(4) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date, shall, within seven days of such date or of the date on which such employer commences operations, as the case may be, or at any later date stipulated by the Council, lodge with the Council a guarantee acceptable to the Council, to cover the payment to his employees for two weeks in respect of—

- (a) wages as prescribed in clause 4 of the Main Agreement;
- (b) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council:

Provided that the minimum guarantee shall be for an amount of R500.

9. HOLIDAY FUND ALLOWANCES AND HOLIDAY FUND CONTRIBUTIONS

(1) (a) For the purpose of determining the Holiday Fund allowance the following wage categories are established:

- (i) A wage not exceeding the prescribed wage plus 20c;
- (ii) a wage of more than the prescribed wage plus 20c but not more than 66c above the prescribed wage;
- (iii) a wage exceeding the prescribed wage plus 66c.

For the purposes of this paragraph, "prescribed wage" means the wage at any particular date as adjusted up to that date in terms of clause 4 (1) of the Main Agreement.

(b) In addition to any remuneration to which a skilled employee may be entitled in terms of any published agreement of the Council, every employer shall pay to every skilled

7. BEDRAE AAN VAKLEERLINGE BETAALBAAR TEN OPSIGTE VAN JAARLIKSE VERLOF EN GESPE-SIFIEERDE OPENBARE VAKANSIEDAE

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

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

8. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid wat op die datum waarop hierdie Ooreenkoms in werking tree, dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand op 'n vorm voorgeskryf deur die Raad, die volgende besonderhede aan die Sekretaris stuur:

- (i) Volle naam;
- (ii) besigheidsadres;
- (iii) die bedryf of bedrywe wat hy in die Nywerheid uit-oefen.

(b) Alle werkgevers wat tot die Nywerheid toetree ná die datum waarop hierdie Ooreenkoms in werking tree, moet die besonderhede wat ooreenkomstig paragraaf (a) van hierdie subklousule verlang word, binne een maand nadat hulle met werksaamhede begin, verstrek.

(c) Waar die werkgever 'n vennootskap of maatskappy is, moet inligting kragtens paragraaf (a) van hierdie subklousule ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris moet 'n register van al die werknemers wat in subklousule (1) hiervan gemeld word, byhou.

(3) Elke geregistreerde werkgever moet die Raad skriftelik van enige verandering in die besonderhede wat met registrasie verstrek is, binne 14 dae na sodanige verandering in kennis stel.

(4) Elke werkgever in die Nywerheid op die datum van inwerkingtrede van hierdie Ooreenkoms, en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae na sodanige datum, of na die datum waarop sodanige werkgever met werksaamhede begin of op enige latere datum deur die Raad aangedui, na gelang van die geval, by die Raad 'n waarborg indien wat vir die Raad aanvaarbaar is, om die betaling ten opsigte van sy werknemers te dek van twee weke—

- (a) se lone soos voorgeskryf in klousule 4 van die Hoof-ooreenkoms;
- (b) se ander finansiële verpligtings waarvoor die werk-gever kragtens hierdie of enige ander ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die minimum waarborg vir 'n bedrag van R500 moet wees.

9. VAKANSIEFONDSTOELAES EN VAKANSIEFONDSBYDRAES

(1) (a) Vir die bepaling van die Vakansiefondstoelae word die volgende loonkategorieë ingestel:

- (i) 'n loon hoogstens gelyk aan die voorgeskrewe loon plus 20c;
- (ii) 'n loon bo die voorgeskrewe loon plus 20c maar hoogstens 66c bo die voorgeskrewe loon;
- (iii) 'n loon van meer as die voorgeskrewe loon plus 66c.

Vir die toepassing van hierdie paragraaf beteken "voorgeskrewe loon" die loon op enige besondere datum soos aan-gelas tot op daardie datum ingevolge klousule 4 (1) van die Hoof-ooreenkoms.

(b) Elke werkgever moet, benewens enige ander besoldiging waarop 'n geskoolde werknemer ingevolge enige ander ge-nu-bliseerde ooreenkoms van die Raad geregtig is, aan elke

employee the allowances set out hereunder in respect of every hour worked by such an employee: Provided that the allowance shall not be paid in respect of hours to be paid for at overtime rates in terms of clause 11 of the Main Agreement:

Holiday Fund allowance

<i>Class of employee mentioned above in paragraph (a)</i>	<i>Hourly allowance</i>
	c
(i).....	30
(ii).....	33
(iii).....	37

Holiday Bonus allowance

<i>Class of employee</i>	<i>Hourly allowance</i>
	c
All skilled employees.....	13

(2) (a) Every employer shall in respect of any of the classes of employees mentioned in the Schedule hereunder who has worked for him for 16 hours or more ordinary time (excluding overtime) during a week, pay the amounts prescribed in the said schedule into the Fund each week: Provided that—

(aa) where an employee has worked for less than 16 hours, or

(bb) where an employee has previously worked during the same week for another employer in the Building Industry for 16 hours or more—

no contributions shall be made in respect of such employee but the hourly holiday fund allowance and bonus prescribed in subclause (1) hereof shall be paid in cash weekly to such employee in respect of the ordinary hours worked during such week—

Holiday Fund allowance

<i>Class of employee mentioned in subclause (1) (a)</i>	<i>Amount</i>
	R
(i).....	12,00
(ii).....	13,20
(iii).....	14,80

Holiday Bonus allowance

	<i>Amount</i>
	R
All skilled employees.....	5,20

(b) An employer shall have the right to deduct the amount prescribed in subclause (a) above from the remuneration of the employee in respect of whom payment has been made to the Fund in terms of the said subclause (a).

(c) Where an employee is employed by more than one employer during a week, the provisions of subclauses (a) and (b) hereof shall only apply to the employer who first employed the employee for not less than 16 hours during such week.

(d) (i) Every skilled employee who, on 1 May 1974, was in receipt of a wage falling in wage category (i), (ii) or (iii) set out in subclause (1) (a) and who has remained with the same employer since that date, shall receive the hourly allowance prescribed for that particular wage category irrespective of whether he is receiving a wage falling in another category: Provided that an employee who is in receipt of a wage falling in a higher wage category shall receive the hourly allowance prescribed for such higher wage category.

(ii) Every skilled employee who has changed employers subsequent to 1 May 1974, and who has negotiated a wage falling in a different wage category to that applicable to him at that date, shall receive the hourly allowance prescribed for such category in which his current wage falls.

(3) For each amount paid into the Fund by an employer in terms of subclause (2) hereof, the Secretary of the Fund shall issue a voucher to such employer.

(4) Every employer shall, in respect of each amount paid into the Fund in terms of subclause (2) hereof, issue a voucher on every pay-day to each of the classes of his employees to whom this Agreement applies, and such employee shall be bound by the provisions of this Agreement to accept the said voucher.

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

geskoolde werknemer die toelae hieronder uiteengesit, betaal ten opsigte van elke uur deur sodanige werknemer gewerk: Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van ure waarvoor daar ingevolge klousule 11 van die Hoofdooreenkomst teen skale vir oortydwerk betaal moet word:

Vakansiefondstoelae

<i>Klas werknemer in paragraaf (a) hierbo genoem</i>	<i>Toelae per uur</i>
	c
(i).....	30
(ii).....	33
(iii).....	37

Vakansiebonustoelae

<i>Klas werknemer</i>	<i>Toelae per uur</i>
	c
Alle geskoolde werknemers.....	13

(2) (a) Elke werkgever moet ten opsigte van enige van die klasse werknemers genoem in die Bylae hieronder, wat 16 uur of meer gewone tyd (uitgesonderd oortyd) gedurende 'n week vir hom gewerk het, elke week die bedrae voorgeskryf in genoemde bylae in die Fonds inbetaal: Met dien verstande dat—

(aa) waar 'n werknemer minder as 16 uur gewerk het, of

(bb) waar 'n werknemer voorheen gedurende dieselfde week 16 uur of meer vir 'n ander werkgever in die Bou-nywerheid gewerk het—

geen bydraes ten opsigte van sodanige werknemer gemaak moet word nie, maar die uurlikse vakansiefondstoelae en -bonus voorgeskryf in subklousule (1) hiervan, moet weekliks in kontant betaal word aan sodanige werknemer ten opsigte van die gewone ure gedurende sodanige week gewerk—

Vakansiefondstoelae

<i>Klas werknemer in subklousule (1) (a) genoem</i>	<i>Bedrag</i>
	R
(i).....	12,00
(ii).....	13,20
(iii).....	14,80

Vakansiebonustoelae

	<i>Bedrag</i>
	R
Alle geskoolde werknemers.....	5,20

(b) 'n Werkgever het die reg om die bedrag voorgeskryf in subklousule (a) hierbo, af te trek van die besoldiging van die werknemer ten opsigte van wie 'n bedrag aan die Fonds betaal is ingevolge genoemde subklousule (a).

(c) Waar 'n werknemer deur meer as een werkgever gedurende 'n week in diens geneem is, is subklousules (a) en (b) hiervan slegs van toepassing op die werkgever wat die werknemer die eerste vir minstens 16 uur gedurende sodanige week in diens geneem het.

(d) (i) Elke geskoolde werknemer wat op 1 Mei 1974 'n loon ontvang het wat in loonkategorie (i), (ii) of (iii), uiteengesit in subklousule (1) (a), val en wat sedert daardie datum by dieselfde werkgever gebly het, moet die toelae per uur ontvang wat vir daardie besondere loonkategorie voorgeskryf word, ongeag of hy 'n loon ontvang wat in 'n ander kategorie val of nie: Met dien verstande dat 'n werknemer wat 'n loon ontvang wat in 'n hoër loon kategorie val, die toelae per uur moet ontvang wat vir sodanige hoër loonkategorie voorgeskryf word.

(ii) Elke geskoolde werknemer wat ná 1 Mei 1974 van werkgever verwissel het en wat om 'n loon onderhandel het wat in 'n ander loonkategorie val as dié wat op daardie datum op hom van toepassing was, moet die toelae per uur ontvang wat voorgeskryf word vir sodanige kategorie waarin sy huidige loon val.

(3) Vir elke bedrag wat 'n werkgever ingevolge subklousule (2) hiervan in die Fonds inbetaal, moet die Sekretaris van die Raad 'n bewys aan sodanige werkgever uitreik.

(4) Elke werkgever moet ten opsigte van elke bedrag wat ingevolge subklousule (2) hiervan in die Fonds inbetaal word, op elke betaaldag 'n bewys uitreik, aan al die klasse werknemers op wie hierdie Ooreenkomst van toepassing is, en sodanige werknemers is verplig om ingevolge hierdie Ooreenkomst genoemde bewys aan te neem.

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

(6) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of this clause on due date shall pay interest at the rate of 15 per cent per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

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

(8) (a) Vouchers issued in terms of this Agreement shall not be transferable and no employer shall issue vouchers obtained in any manner otherwise than in accordance with the provisions of this Agreement to his employees.

(b) Any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows, lends and/or in any manner otherwise than in accordance with the procedure laid down in this Agreement, acquires and/or alienates voucher(s), shall forfeit such voucher(s) to the Council. The Council shall seize all such vouchers and any value or benefit attached thereto shall forthwith be forfeited to the Council. The value of vouchers so seized by the Council shall accrue to the general funds of the Council.

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

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

(11) An employee who qualified for a voucher in terms of this clause and who has not received such voucher from his employer shall, within four weeks from the date on which he should have received such voucher, report the non-receipt thereof to the Council by way of a statement.

10. CONTRIBUTION CARDS

(1) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding within 20 days of accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card within 20 days of the date of commencement of his employment.

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

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

- (i) Full name;
- (ii) date of birth;
- (iii) identity card number;
- (iv) trade or occupation;
- (v) race and nationality;
- (vi) specific number allocated by the Fund.

(4) (a) No artisan shall enter into any agreement with an employer whereby he agrees to work—or to accept employment—without the voucher prescribed in this Agreement. No artisan shall accept payment in lieu of such voucher or in any manner waive his right to such voucher.

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

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

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

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

(6) 'n Werkgewer wat in gebreke bly of nalaat om die bewyse wat ingevolge hierdie klousule voorgeskryf word, op die voorgeskryfde datum te koop en uit te reik, moet rente teen 'n koers van 15 persent per jaar op die waarde van sodanige bewyse betaal van die datum af wanneer hulle gekoop moes word tot die datum waarop hulle werklik gekoop is.

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

(8) (a) Bewyse uitgereik ingevolge hierdie Ooreenkoms is nie oordraagbaar nie, en geen werkgewer mag bewyse op 'n ander manier as ooreenkomstig hierdie Ooreenkoms verkry, aan sy werknemers uitreik nie.

(b) Enige werkgewer en/of werknemer wat bewyse afstaan, oordra, sedeer, verpand, verhipotekeer, leen, uitleen en/of op enige ander manier as ooreenkomstig die prosedure in hierdie Ooreenkoms bepaal, bewyse verkry en/of vervreem, verbeur sodanige bewyse aan die Raad. Die Raad moet beslag lê op alle sodanige bewyse en enige waarde of voordeel wat daaraan geheg word, word onmiddellik aan die Raad verbeur. Die waarde van bewyse waarop aldus deur die Raad beslag gelê word, val aan die algemene fondse van die Raad toe.

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

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

(11) 'n Werknemer wat ooreenkomstig hierdie klousule vir 'n bewys gekwalifiseer het en wat nie sodanige bewys van sy werkgewer ontvang het nie, moet binne vier weke na die datum waarop hy sodanige bewys moes ontvang het, deur middel van 'n verklaring die Raad verwittig dat hy sodanige bewys nie ontvang het nie.

10. BYDRAEKAARTE

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

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

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

- (i) Volle naam;
- (ii) geboortedatum;
- (iii) persoonsnommer;
- (iv) bedryf of beroep;
- (v) ras en nasionaliteit;
- (vi) spesifieke nommer deur die Fonds toegeken.

(4) (a) Geen ambagsman mag 'n ooreenkoms met 'n werkgewer aangaan waarvolgens hy instem om te werk of om werk aan te neem sonder die bewys voorgeskryf in hierdie Ooreenkoms nie. Geen ambagsman mag betaling in plaas van sodanige bewys aanneem of op enige manier van sy reg op sodanige bewys afstand doen nie.

(b) Elke werknemer moet onmiddellik wanneer sy werkgewer 'n bewys ingevolge klousule 9 (4) aan hom uitreik, sodanige bewys in sy bydraekaart plak wat die werknemer moet behou.

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

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

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

(8) Every employee upon whom this Agreement is binding shall within 20 days produce his contribution card, upon being so requested by the Secretary of the Fund, any official of the Council, or his employer.

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

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

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

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

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

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

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

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

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

(7) Contribution cards handed in after five calendar weeks before the commencement of the annual leave prescribed in clause 14 shall be retained until after the annual holiday period for payment: Provided that the Council shall have the right to authorise payment in its discretion and upon such terms and conditions as it may deem necessary.

(8) If an employee should fail or omit to claim the value of vouchers issued to him in terms of clause 9 (4) within a period of 12 months from the date on which the holiday period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after 12 months upon production of such vouchers.

(9) *Payment for public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day).*—(a) Each contribution card issued by the Council to employees for whom allowances are prescribed in clause 9 shall contain detachable coupons for payments in respect of each of the said public holidays.

(b) The coupon shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution card.

(10) (a) On the pay-day for the week in which the public holiday falls, an employer shall pay to an employee the holiday pay and holiday bonus value of the voucher affixed to the coupon referred to in subclause (9), subject to the employee's surrendering to the employer, at least two working days before the relevant pay-day, the appropriate coupon, duly signed by such employee.

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

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

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

11. BETALINGS UIT DIE FONDS AAN GESPE-SIFIEERDE WERKNEMERS TEN OPSIGTE VAN JAAR-LIKSE VERLOF EN GESPE-SIFIEERDE OPENBARE VAKANSIEDAE

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

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

(3) Behoudens subklousule (10) hiervan moet geen bedrag voor die jaarlikse vakansietydperk ten opsigte van bewyse uit die Fonds betaal word nie: Met dien verstande dat die Raad die Sekretaris van die Fonds kan magtig om 'n werknemer om 'n voldoende rede deur die Raad vasgestel, te betaal.

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

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

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

(7) Bydraekaarte wat ingelewer is ná vyf kalenderweke voor die aanvang van die jaarlikse verlof in klousule 14 voorgeskryf, moet tot na die jaarlikse vakansietydperk vir betaling oorgehou word: Met dien verstande dat die Raad die reg het om na goedvinde en op die voorwaardes wat hy nodig ag, betaling te magtig.

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

(9) *Betaling vir openbare vakansiedae (Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—(a) Elke bydraekaart wat deur die Raad uitgereik word aan werknemers vir wie toelaes in klousule 9 voorgeskryf word, moet verwyderbare koepons bevat vir betalings ten opsigte van elk van genoemde openbare vakansiedae.

(b) Die koepon moet in die vorm wees wat die Raad besluit en elke koepon moet voorsien wees van 'n nommer wat ooreenstem met die nommer op die werknemer se bydraekaart.

(10) (a) Op die betaaldag van die week waarin die openbare vakansiedag val, moet 'n werkgever aan 'n werknemer die vakansiebesoldigings- en vakansiebonuswaarde betaal van die bewys wat geheg is aan die koepon in subklousule (9) bedoel, op voorwaarde dat die werknemer minstens twee werkdade voor die betrokke betaaldag die toepaslike koepon, behoorlik deur die werknemer onderteken, aan die werkgever oorgee.

(b) Provided that an employer lodges the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of paragraph (a).

(c) An employer shall not be entitled to a refund of the amount paid in terms of paragraph (a) if the employee concerned has no vouchers in his contribution card, and in the event of the amount paid by the employer to the employee being in excess of the value of vouchers in his contribution card, the employer shall be refunded only the actual value of such vouchers.

(11) (a) Notwithstanding the provisions contained in this clause, the Council may deduct from the holiday fund amount payable to an employee in terms of subclause (6) hereof, his trade union subscriptions: Provided that the Secretary is authorised accordingly by the employee in writing on a form prescribed by the Council and such stop order may be cancelled by the employee by three months' written notice thereof to the Secretary.

(b) The aforesaid trade union subscription amounts shall be paid by the Secretary to the trade union nominated by the employee on the form prescribed by the Council not later than one month after such deduction has been made.

(12) The Council may deduct from the Holiday Fund amount payable to an employee in terms of subclause (6) hereof all moneys owing to the Building Industries Medical Aid Fund, established under Government Notice 1164 dated 20 July 1962, by such employee.

12. EXPIRY OF THE AGREEMENT

(1) (a) Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent Agreement being negotiated for the purpose of continuing the operations of the Fund within two years from the expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the Council in terms of clause 13.

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

(2) (a) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

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

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

13. LIQUIDATION OF THE FUND

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

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

(i) Two-fifths to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;

(b) 'n Werkgewer is daarop geregtig om enige betaling wat hy ooreenkomstig paragraaf (a) gedoen het op die Raad te verhaal, mits hy die betrokke koepoon, behoorlik ingevul, by die Sekretaris van die Raad indien binne 30 dae vanaf die betrokke openbare vakansiedag.

(c) 'n Werkgewer is nie geregtig op terugbetaling van die bedrag wat ooreenkomstig paragraaf (a) betaal is indien die betrokke werknemer geen bewyse in sy bydraekaart het nie, en indien die bedrag deur die werkgewer aan die werknemer betaal meer is as die waarde van die bewyse in sy bydraekaart, moet slegs die werklike waarde van sodanige bewyse aan die werkgewer terugbetaal word.

(11) (a) Ondanks hierdie klousule kan die Raad van die bedrag wat ingevolge subklousule (6) hiervan uit die vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingbydraes aftrek: Met dien verstande dat die werknemer die Sekretaris skriftelik daartoe magtig in 'n vorm wat die Raad voorskryf en sodanige aftrekorder kan kanselleer met drie maande skriftelike kennis aan die Sekretaris.

(b) Die Sekretaris moet bogemelde bedrae aan vakverenigingbydraes hoogstens een maand na invordering daarvan aan die vakvereniging wat die werknemer benoem het, betaal.

(12) Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer ingevolge subklousule (6) hiervan, alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan die Mediese Hulpfonds van die Bounywerhede gestig kragtens Goewermentskennisgewing 1164 van 20 Julie 1962.

12. VERVAL VAN DIE OOREENKOMS

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

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

(2) (a) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, word die Fonds geadministreer deur die Raad wat dan bestaan. Enige vakature wat in die Raad ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewer- en werknemers-verteenwoordigers in die Raad is.

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

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

13. LIKWIDASIE VAN DIE FONDS

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

(2) As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwideer en die bates verdeel is, moet die slado van die Fonds as volg verdeel word:

(i) Twee vyfdes aan die werkgewersorganisasies wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van sodanige likwidasië;

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

(iii) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

14. ANNUAL LEAVE AND SPECIFIED PUBLIC HOLIDAYS

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

(a) Between 16h30 on 14 December 1979 and 07h30 on 7 January 1980;

(b) between 16h30 on 12 December 1980 and 07h30 on 5 January 1981;

or on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day and Boxing Day.

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

15. AGENTS

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

(a) enter any premises or place in which the Building Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;

(c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with;

(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation.

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

16. EXHIBITION OF AGREEMENT

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

17. EXEMPTIONS

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

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

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

Signed at Johannesburg this 31st day of August 1979.

N. G. LEVEY, Chairman.

J. A. BARROW Jr, Vice-Chairman.

D. B. EHLERS, General Secretary.

(ii) twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging soos op die datum van likwidasië verdeel word. Die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;

(iii) een vyfde moet ingevolge artikel 34 (4) (c) van die Wet bestee word.

14. JAARLIKSE VERLOF EN GESPEKIFISEERDE OPENBARE VAKANSIEDAE

(1) Gedurende die tydperke hieronder genoem, mag geen werk in die Nywerheid deur werkgewers en werknemers verrig word nie:

(a) Tussen 16h30 op 14 Desember 1979 en 07h30 op 7 Januarie 1980;

(b) tussen 16h30 op 12 Desember 1980 en 07h30 op 5 Januarie 1981;

of op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik na Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag en Gesinsdag.

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

15. AGENTE

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

(a) enige perseel of plek waarin die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy rede het om te glo dat 'n persoon daar in diens is;

(b) elke persoon wat hy op of by die perseel of plek kry, mondeling, of alleen of in die teenwoordigheid van ander persone wat hy geskik ag in verband met sake rakende hierdie Ooreenkoms, te ondervra en van sodanige persone te verwag om die vrae wat aan hul gestel word, te beantwoord;

(c) te vereis dat dié tydstaat, registers en stukke wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgeleë word en dit inspekteer, ondersoek en afskrifte daarvan maak.

(2) Die agent kan in die uitvoering van sy pligte 'n tolk saam met hom neem en moet met 'n verantwoordelike persoon in diens van die werkgewer in verbinding tree na afhandeling van sy ondersoek.

(3) Elke persoon vir wie hierdie Ooreenkoms bindend moet al die fasiliteite wat in hierdie klousule bedoel word, aan die agent beskikbaar stel.

16. VERTONING VAN OOREENKOMS

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

17. VRYSTELLINGS

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

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

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

Op die 31ste dag van Augustus 1979 in Johannesburg onderteken.

N. G. LEVEY, Voorsitter.

J. A. BARROW Jr., Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 2357 26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 (1), shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, 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 (1) (b) of the said Agreement.

S. P. BOTHERA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

BENEFIT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and 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 Union of Building Trade Workers 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).

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No. R. 2357 26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID (TRANSVAAL). — BYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 (1), met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHERA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL)

BYSTANDSFONDSOOREENKOMS

ingevoel 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 Union of Building Trade Workers 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).

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1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which, prior to 1 March 1979, fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to skilled employees.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 31 October 1981 or for such period as may be determined by him.

(2) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent agreement being negotiated for the purpose of continuing the operation of the Benefit Fund within three months from the expiry of this Agreement or any extension thereof, the Benefit Fund shall be administered by the Federated Employers' Insurance Company Limited and in the event of a subsequent agreement not being negotiated within a period of two years from the expiry of this Agreement or any extension thereof, or the Benefit Fund not being transferred by the said Company within such period to any other fund constituted for the same purpose as that for which the Benefit Fund was originally created, the Benefit Fund shall be liquidated by the Federated Employers' Insurance Company Limited, in terms of clause 11.

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1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) (i) in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val), die gebied binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val); die gebiede binne 'n straal van 16,09 km vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het);

(ii) in die landdrosdistrik Bethal (met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika omvat nie; en

(bb) onderworpe is aan die bepalinge van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs op geskoolde werknemers van toepassing.

2. GELDIGHEDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel, en bly van krag tot 31 Oktober 1981, of vir sodanige tydperk as wat hy bepaal.

(2) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en daar nie binne drie maande na sodanige verstryking 'n nuwe ooreenkoms gesluit is om die Bystandsfonds in werking te hou nie, moet die Bystandsfonds geadminestreer word deur die Federated Employers' Insurance Company Limited, en indien daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe ooreenkoms gesluit is nie, of indien die Bystandsfonds nie binne genoemde tydperk deur genoemde Maatskappy oorge dra is aan 'n ander fonds wat vir dieselfde doel in die lewe geroepe is as dié waarvoor die Bystandsfonds oorspronklik gestig is nie, moet die Bystandsfonds ingevolge klousule 11 deur die Federated Employers' Insurance Company Limited gelikwideer word.

3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

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

“artisan” means an employee performing 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; plumbing 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 blocks not bedded in mortar or mastic;

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

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, planing and fixing finished woodwork; assembling and fixing composition materials and rough timbers; assembling of kitchen fittings; and fixing of corrugated iron and asbestos sheets to wooden backing or grounds, fixing of slate tiles, harvey tiles, or similar materials, asbestos slates and wooden shingles.

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

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

Lead-light making.—Setting out of templates 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 and decorating/glazing.—Tinting; stippling; paper-hanging; singwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, 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 down-pipes;

(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.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

“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 toesig 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; rifuogwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daarvan, 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.

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

Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.—Afmerkwerk, uitlêwerk; montering en vassit van vaste toebehore; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoehore; die vassit van gegolfde sink- en asbesplate aan agterwerk en hegstukke van hout; leiteëls, harveyteëls of soortgelyke materiaal, 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, dunvloerbe-dekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede.

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

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.

Verf- en versierwerk/beglasing.—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, maar uitgesonderd—

(a) die aanbring van witkalk en sementstryksel aan alle oppervlakke;

(b) die aanbring van dekoratiewe bitumastiek aan riool-pype;

(c) die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;

(d) die aanbring van 'n vloeibare 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 voorbereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakke; afwerking met die hand na afvlakkings met 'n reihout; die aanbring van vergruisde klip aan kleefstof op mure; afskuurwerk.

Loodgieterswerk.—Uitmerk- en afmerkwerk; die finale vassit van gemonteerde pype en toebehore.

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.

Stonework, masonry and monumental work.—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand an pneumatic hammer; final surfacing an 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;

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

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

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

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

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

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

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

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

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

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 poleerwerk 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 gedien het ingevolge die Wet op Vakleerlinge, 1944;

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

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

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, blaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepypiole;

lakpoleerwerk, wat poleerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

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

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuiskaste of ander kombuistoebehore insluit wat as 'n permanente deel van die gebou aangebring word;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap- en klip bouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

painting, which includes decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttingty of woodwork;

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

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

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

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

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

"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;

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

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section 19 of the Act;

"employee" means, subject to the provisions of the Act, also a working director or a working partner;

"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) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

skilderwerk, wat die volgende insluit: Versierwerk, muur-plakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan en ook skuurwerk met skuurpapier en alle werk ter voorbereiding vir die werk-saamhede soos voornoem, die afskuur van mure en houtwerk met skuurpapier, die opvol van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, model-leerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleister-bordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedeking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny-en afwerkmasjien, voorafgegiere van kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbankskerms en binnens-huise los en vaste toebehore;

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

houtwerk, wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbedeking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubber-komposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die voorbereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêerwerk ites bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"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;

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"werknemer", behoudens die bepalings van die Wet, ook 'n werkende direkteur of 'n werkende vennoot;

"werkgewer", behoudens die bepalings van die Wet, ook 'n direkteur of 'n regspersoon;

"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

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

"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.

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

"leading hand" means an artisan acting under direct control of a foreman or chargehand, supervising and artisan doing similar work;

"learner artisan" means an employee employed by his employer under a written contract of service duly approved by and registered with the Council, and shall in the case of bricklaying, carpentry and plastering not be under the age of 19 years and in the case of all other trades not under the age of 21 years;

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

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

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

"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;

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

"trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans' Act, 1951;

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

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 of the Main Agreement in respect of the ordinary hours laid down in clause 10 of the Main Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of the Main Agreement, it means such higher amount;

"wet weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

"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 12 of the Main Agreement 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 12 of the Main Agreement in respect of which the ordinary hours of work laid down in clause 10 of the Main Agreement apply.

4. BENEFIT FUND

(1) The operation of the Benefit Fund established under Government Notice 2828 of 5 December 1952 and known as "The Benefit Fund for the Building Industry (Transvaal)" (referred to in this Agreement as the "Benefit Fund"), is hereby continued.

(2) The Benefit Fund shall consist of—

- (a) contributions from employers and employees paid into the Benefit Fund in accordance with this Agreement;
- (b) interest derived from the investment of any moneys of the Benefit Fund;
- (c) any other sums to which the Benefit Fund may become entitled.

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

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

"Nywerheid" die Bou- en/of Monumentklipmesselnywerheid;

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

"leerlingambagsman" 'n werknemer wat by sy werkgever in diens is ooreenkomstig 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is, en wat in die geval van messel-, timmer- en pleisterwerk minstens 19 jaar oud moet wees en in die geval van alle ander ambagte minstens 21 jaar;

"meesterambagsman" 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms as 'n meesterambagsman geregistreer was of wat daarna as 'n meesterambagsman geregistreer word;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is om grafstene of ander monumente te maak en/of oor grafte op te rig en/of om grafte op te bou;

"Sekretaris" die Sekretaris van die Raad, en omvat dit enige beaampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

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

"afskuiem" die aanbring van die afwerking 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;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en allerlei soorte kerkhofgedenkstene;

"kwekeling" 'n werknemer wat 'n opleidingstydperk ondergaan ingevolge die Wet op Opleiding van Ambagsmanne, 1951;

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

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 van die Hoof-ooreenkoms in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 10 van die Hoof-ooreenkoms voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van die Hoof-ooreenkoms voorgeskryf word, dit sodanige hoër bedrag beteken;

"natweerskuiling" 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkdag" enige dag behalwe Saterdag [uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag en sodanige getal Saterdae wat die jaarlikse verloop in klousule 12 van die Hoof-ooreenkoms voorgeskryf, onmiddellik voorafgaan, en wat gelyk is aan die getal dae waarmee genoemde jaarlikse verloop 23 dae oorskryf], Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag en Gesinsdag, en die jaarlikse verloop in klousule 12 van die Hoof-ooreenkoms voorgeskryf ten opsigte waarvan die gewone werkure soos in klousule 10 van die Hoof-ooreenkoms voorgeskryf, van toepassing is.

4. BYSTANDSFONDS

(1) Die Bystandsfonds wat gestig is by Goewermentskennisgewing 2828 van 5 Desember 1952 en wat bekend staan as "die Bystandsfonds vir die Bounwyerheid (Transvaal)" (in hierdie Ooreenkoms die "Bystandsfonds" genoem), word hierby voortgesit.

(2) Die Bystandsfonds bestaan uit—

- (a) bydraes van werknemers en werkgevers wat ingevolge hierdie Ooreenkoms in die Bystandsfonds inbetaal word;
- (b) rente verkry uit die belegging van alle gelde van die Bystandsfonds;
- (c) alle ander bedrae waarop die Bystandsfonds geregtig mag word.

(3) *Administration of the Benefit Fund.*—(a) The Benefit Fund shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisations.

(b) (i) The Benefit Fund shall be administered in accordance with the rules prescribed for the purpose by the Council;

(ii) the Council may at any time make new rules, alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

(c) The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Benefit Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Benefit Fund, which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(e) The members of the Management Committee, the Secretary, officers and employees of the Benefit Fund shall not be liable for the debts and liabilities of the Benefit Fund and they are hereby indemnified by the Benefit Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(f) All moneys accruing to the Benefit Fund shall be deposited in a bank to the credit of the Benefit Fund within two days after receipt thereof.

(g) The moneys of the Benefit Fund shall be applied to the payment of benefits as prescribed in this Agreement and to payment of any expenditure incurred in connection with the administration of the Benefit Fund.

(h) Any moneys belonging to the Benefit Fund may be invested from time to time in Government securities, National Savings Certificates, Post Office savings accounts or certificates, or on fixed deposit, or on call with banks or registered building societies, or in any other manner approved by the Registrar, and any interest accruing from such investments shall accrue to the Benefit Fund and may be used for the purpose of meeting expenses of the Benefit Fund.

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

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

(i) all moneys received in terms of the provisions of this Agreement;

(ii) expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Benefit Fund as at that date.

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

(5) The object of the Benefit Fund shall be to provide members with benefits as prescribed in this Agreement.

5. BENEFIT ALLOWANCES

(1) (a) For the purpose of determining benefit allowances the following wage categories are established:

(i) A wage not exceeding the prescribed wage plus 20c;

(ii) a wage of more than the prescribed wage plus 20c but not more than 66c above the prescribed wage;

(iii) a wage exceeding the prescribed wage plus 66c.

For the purposes of this subclause "prescribed wage" means the wage at any particular date as adjusted up to that date in terms of clause 4 (1) of the Main Agreement.

(3) *Administrasie van die Bystandsfonds.*—(a) Die Bystandsfonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat verteenwoordiging in die Raad het, saam met 'n gelyke getal verteenwoordigers van die werkgewersorganisasies.

(b) (i) Die Bystandsfonds word geadminestreer ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf is.

(ii) Die Raad kan te eniger tyd nuwe reëls maak, of bestaande reëls wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting ingedien word.

(c) Die Komitee mag sommige of alle voordele aan 'n lid en/of sy afhanklikes weier, of dit terughou, indien so 'n lid se optrede na die mening van die Komitee van so 'n aard was dat dit daarop bereken is of die waarskynlikheid bestaan dat die belange van die Bystandsfonds of sy lede daardeur geskaad kan word: Met dien verstande dat sodanige lid die geleentheid gegee moet word om teen die Komitee se beslissing by die Raad te appelleer, by wie die finale beslissing berus.

(d) Alle dispute betreffende die vertolking, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of aangaande die administrasie van die Bystandsfonds wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(e) Die lede van die Bestuurskomitee, die Sekretaris, amptenare en werknemers van die Bystandsfonds kan nie vir die skulde en laste van die Bystandsfonds aanspreeklik gehou word nie, en hulle word hierby deur die Bystandsfonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in die loop van die bona fide-verrigting van hul pligte.

(f) Alle gelde wat aan die Bystandsfonds toeval, moet binne twee dae nadat dit ontvang is in 'n bank in die krediet van die Bystandsfonds gedeponeer word.

(g) Die gelde van die Bystandsfonds moet gebruik word vir die uitbetaling van voordele soos in hierdie Ooreenkoms voorgeskryf en vir die betaling van alle onkoste wat in verband met die administrasie van die Bystandsfonds aangegaan word.

(h) Alle gelde wat aan die Bystandsfonds behoort, kan van tyd tot tyd belê word in staatseffekte, Nasionale Spaarsertifikate, Posspaarbanksrekenings of -sertifikate, of in 'n vaste depositorekening of ter opvraging by 'n bank of geregistreerde bouvereniging, of op 'n ander wyse wat die Registrateur goedkeur, en alle rente wat sodanige beleggings oplewer val aan die Bystandsfonds toe en kan aangewend word ter bestryding van die onkoste van die Bystandsfonds.

(i) Alle uitbetalings uit die Bystandsfonds moet per tjek geskied, en die tjeks moet onderteken word deur die Voor-sitter of die Ondervoorsitter van die Raad of deur sodanige ander lede van die Raad soos die Raad van tyd tot tyd besluit, en moet deur die Sekretaris mede-onderteken word.

(4) *Ouditering van die Bystandsfonds.*—(a) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet die boeke van die Bystandsfonds minstens een keer per jaar ouditeer en moet voor of op 15 Maart elke jaar 'n staat opstel wat die volgende toon:

(i) Alle gelde wat ontvang is ooreenkomstig die bepalings van hierdie Ooreenkoms;

(ii) alle koste aangegaan in die loop van die 12 maande wat eindig op 31 Desember van die vorige jaar, asook 'n balansstaat wat die bate en laste van die Bystandsfonds op daardie datum toon.

(b) Die geouditeerde staat en die balansstaat van die Bystandsfonds moet daarna ter insae in die kantoor van die Raad lê, en afskrifte daarvan, behoorlik deur die ouditeur gesertifiseer en deur die Voor-sitter van die Raad mede-onderteken, asook met die ouditeur se verslag daarvoor, moet binne drie maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Mannekragbenutting voorgelê word.

(5) Die oogmerk van die Bystandsfonds is om bystand aan lede te verskaf soos in hierdie Ooreenkoms voorgeskryf.

5. BYSTANDSTOELAES

(1) (a) Vir die bepaling van bystandstoelaes word die volgende loonkategorieë ingestel:

(i) 'n Loon van hoogstens die voorgeskrewe loon plus 20c;

(ii) 'n loon van meer as die voorgeskrewe loon plus 20c maar hoogstens 66c meer as die voorgeskrewe loon;

(iii) 'n loon van meer as die voorgeskrewe loon plus 66c.

Vir die doel van hierdie subklousule beteken "voorgeskrewe loon" die loon op enige besondere datum soos aangepas tot op daardie datum ingevolge klousule 4 (1) van die Hoof-ooreenkoms.

(b) (i) Every skilled employee who on 1 May 1974 was in receipt of a wage falling in wage category (i), (ii) or (iii) set out in paragraph (a) and who has remained with the same employer since that date, shall receive the hourly allowance prescribed for that particular wage category irrespective of whether he is receiving a wage falling in another category: Provided that an employee who is in receipt of a wage falling in a higher wage category shall receive the hourly allowance prescribed for such higher wage category.

(ii) Every skilled employee who has changed employers subsequent to 1 May 1974 and who has negotiated a wage falling in a different wage category to that applicable to him at that date, shall receive the hourly allowance prescribed for such category in which his current wage falls.

(2) In addition to any other remuneration to which a skilled employee may be entitled in terms of any other published agreement of the Council, every employer shall pay to every skilled employee the allowance prescribed hereunder in respect of every hour worked by such employee: Provided that these allowances shall not be paid in respect of hours paid for at overtime rates in terms of clause 11 of the Main Agreement:

<i>Class of employee mentioned above in subclause (1) (a)</i>	<i>Hourly allowance</i>
(i)	c 42
(ii)	46
(iii)	52

(3) The allowance shall, subject to the provision of clause 6 hereof, be paid together with the employee's other remuneration monthly or weekly in accordance with the provisions of clause 7 of the Main Agreement.

6. CONTRIBUTIONS

(1) Every employer shall pay in respect of every skilled employee employed by him for 16 hours or more, ordinary time, during a week, in accordance with the procedure laid down in subclauses (4) and (6), the amount prescribed hereunder:

<i>Class of employee mentioned in clause 5 (1) (a)</i>	<i>Weekly amount</i>
(i)	R 16,80
(ii)	18,40
(iii)	20,80

(2) An employer shall be entitled to deduct from the remuneration of an employee in respect of whom payment has been made in terms of subclause (1) hereof, the amount so paid to the Benefit Fund.

(3) Where an employee is employed by two or more employers during the same week, the contribution in terms of subclauses (1) and (2) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(4) Every employer shall, in respect of each amount so paid by him in terms of subclauses (1) and (2) of this clause, issue on each pay-day to each of his employees to whom this Agreement applies, a voucher to the value of such amount and cancelled by him with the name or Holiday Fund number of such employee.

(5) Every employee shall immediately affix such voucher issued to him by his employer in his contribution card, which shall be retained by him.

(6) The vouchers referred to in subclauses (4) and (5) hereof shall be purchased by employers from the Secretary and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Benefit Fund of the value of any unused vouchers. An application for such refund shall be made to the Secretary not later than three months after the date of termination of the stamp year.

(7) Every artisan shall apply to the Secretary for a contribution card within 20 days of accepting employment in the Industry and every employer upon whom the provisions of this Agreement are binding shall ensure that such employee is in possession of a contribution card within 20 days of the date of commencement of his employment.

(8) The contribution card and vouchers referred to in this Agreement shall be in such form as may be determined by the Council from time to time.

(b) (i) Elke geskoolde werknemer wat op 1 Mei 1974 'n loon ontvang het wat in loonkategorie (i), (ii) of (iii), soos uiteengesit in paragraaf (a) val en wat sedert daardie datum by dieselfde werkgever gebly het, moet die toelae per uur ontvang wat vir daardie besondere loonkategorie voorgeskryf word, ongeag of hy 'n loon ontvang wat in 'n ander kategorie val of nie: Met dien verstande dat 'n werknemer wat 'n loon ontvang wat in 'n hoër loonkategorie val, die toelae per uur moet ontvang wat vir sodanige hoër loonkategorie voorgeskryf word.

(ii) Elke geskoolde werknemer wat na 1 Mei 1974 van werkgever verwissel het en wat om 'n loon onderhandel het wat in 'n ander loonkategorie val as dié wat op daardie datum op hom van toepassing was, moet die toelae per uur ontvang wat voorgeskryf word vir sodanige kategorie waarin sy huidige loon val.

(2) Elke werkgever moet, benewens enige ander besoldiging waarop 'n geskoolde werknemer ingevolge enige ander gepubliseerde ooreenkoms van die Raad geregtig is, aan elke geskoolde werknemer die toelae betaal wat hieronder voorgeskryf word ten opsigte van elke uur deur sodanige werknemer gewerk: Met dien verstande dat hierdie toelaes nie betaal mag word nie ten opsigte van ure waarvoor daar ingevolge klousule 11 van die Hoofdooreenkoms teen skale vir oortydwerk betaal moet word:

<i>Klas werknemer in subklousule (1) (a) hierbo genoem</i>	<i>Toelae per uur</i>
(i)	c 42
(ii)	46
(iii)	52

(3) Behoudens klousule 6 hiervan, moet die toelae ooreenkomstig klousule 7 van die Hoofdooreenkoms maandeliks of wekeliks saam met die werknemer se ander besoldiging betaal word.

6. BYDRAES

(1) Elke werkgever moet ten opsigte van elke geskoolde werknemer wat 16 uur of langer gewone tyd gedurende 'n week by hom in diens is die bedrag hieronder voorgeskryf betaal ooreenkomstig die prosedure in subklousules (4) en (6) hiervan bepaal:

<i>Klas werknemer in klousule 5 (1) (a) genoem</i>	<i>Weeklikse bedrag</i>
(i)	R 16,80
(ii)	18,40
(iii)	20,80

(2) 'n Werkgever het die reg om die bedrag wat ingevolge subklousule (1) hiervan aan die Bystandsfonds betaal is, af te trek van die besoldiging van die werknemer ten opsigte van wie die betaling gedoen is.

(3) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae ingevolge subklousules (1) en (2) hiervan vir dié week betaal word deur die eerste werkgever by wie hy gedurende daardie week minstens 16 uur in diens was.

(4) Elke werkgever moet ten opsigte van iedere bedrag wat hy aldus ingevolge subklousules (1) en (2) van hierdie klousule betaal het, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bewys ter waarde van sodanige bedrag uitreik, en die bewys moet deur hom gerojear word met die naam of vakansiefondsnummer van sodanige werknemer.

(5) Elke werknemer moet sodanige bewys wat deur sy werkgever aan hom uitgereik is op sy bydraekaart plak, en die bydraekaart moet deur hom bewaar word.

(6) Die bewyse in subklousules (4) en (5) hiervan bedoel, moet deur werkgevers van die Sekretaris gekoop word, en elke werkgever moet te alle tye 'n toereikende voorraad daarvan aanhou: Met dien verstande dat 'n werkgever van die Bystandsfonds 'n terugbetaling kan kry van die waarde van alle ongebruikte bewyse. Aansoeke om sodanige terugbetaling moet die Sekretaris bereik hoogstens drie maande na die einde van die seëljaar.

(7) Elke ambagsman moet binne 20 dae nadat hy diens in die Nywerheid aanvaar het by die Sekretaris aansoek doen om 'n bydraekaart, en elke werkgever vir wie die bepalings van hierdie Ooreenkoms bindend is, moet sorg dat sodanige werknemer binne 20 dae na die datum van sy diensaanvaarding in besit van 'n bydraekaart is.

(8) Die bydraekaart en bewyse in hierdie Ooreenkoms bedoel, moet dié vorm aanneem wat die Raad van tyd tot tyd bepaal.

(9) (a) Vouchers issued in terms of this Agreement shall not be transferable and no employer shall issue vouchers obtained in any manner otherwise than in accordance with the provisions of this Agreement to his employees.

(b) Any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows, lends and/or in any manner otherwise than in accordance with the procedure laid down in this Agreement, acquires and/or alienates voucher(s), shall forfeit such voucher(s) to the Council. The Council shall seize all such voucher(s) and any value or benefit attached thereto shall forthwith be forfeited to the Council. The value of vouchers so seized by the Council shall accrue to the general funds of the Council.

(10) The Council may at its discretion combine the voucher and contribution card issued by the Benefit Fund and referred to in this clause, with any other vouchers or contribution cards already issued by the Council in respect of any other funds administered by it, and these cards shall be in such form as may be determined by the Council from time to time.

(11) An employer who fails to purchase any voucher required in terms of this clause on due date shall be required to pay interest at the rate of 15 per cent per annum on the amount of such voucher from the day on which it should have been purchased to the date on which it is actually purchased.

(12) An employee who qualifies for a voucher in terms of this clause and who has not received such voucher from his employer shall within four weeks from the date on which he should have received such voucher report the non-receipt thereof to the Council by way of a statement.

7. BENEFITS

(1) *Inclement weather benefits.*—If in any week an employer temporarily suspends the employment of a skilled employee who is a member of the Benefit Fund owing to inclement weather, and in consequence of such suspension such a skilled employee sustains a loss of wages, the Benefit Fund shall as soon as is practicable thereafter, and after it has received an application on the prescribed form, accompanied by a statement by his employer substantiating his claim, pay to him the wage prescribed in clause 4 (1) of the Main Agreement in respect of the actual hours lost: Provided that no payment shall be made in respect of the first four working hours lost in such week.

(2) *Sick benefit.*—(a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick-pay in accordance with the following provisions:

(i) In a cycle of one year from the date on which he is unable to work, he shall be entitled to R3,20 per working day for a period not exceeding 65 working days, and thereafter R1,60 per working day:

Provided that a member who also qualifies for the benefits prescribed in clause 9 of this Agreement, shall be entitled to R7 per working day for the first 15 working days of disablement.

(ii) If at the end of the first or any succeeding cycle of one year a member is unable to follow his employment, he shall at the beginning of the next cycle of one year be entitled to R3,20 per working day for 65 working days and thereafter R1,60 per working day.

(iii) The Management Committee may at any time when a member is found to be permanently disabled from following his employment, terminate the sick-pay to such member. Such member shall cease to be entitled to sick-pay from a date to be fixed by the Management Committee and shall be advised of such date, in writing, by the Secretary.

(b) (i) A member shall only be entitled to sick-pay if the period of his absence from work due to sickness or accident is for a period of not less than four consecutive working days.

(ii) Should the period of absence due to sickness or accident be for four consecutive working days or more, sick-pay will commence from the first day from which he is unable to follow his employment.

(c) A member who is receiving sick-pay at the rate of R1,60 per working day or R3,20 per working day at the end of a cycle of one year, in terms of subclause (2) (a) (i) or (ii) shall during the annual holiday period prescribed in the Holiday Fund Agreement continue to receive sick-pay at the weekly rate to which he would have been entitled if there were no holiday period: Provided that a member who has been receiving vouchers from the Building Industry Services' Stabilisation Fund and as a result thereof qualifies for holiday pay, shall not receive sick-pay as described above in this paragraph.

(9) (a) Bewyse wat ingevolge hierdie Ooreenkoms uitgereik word, is nie oordraagbaar nie en geen werkgewer mag aan sy werknemers bewyse uitreik wat op enige ander manier verkry is as ooreenkomstig die bepalings van hierdie Ooreenkoms nie.

(b) 'n Werkgewer en/of werknemer wat bewyse afstaan, oordra, sedeer, verpand, verhipotekeer, leen of uitleen en/of wat sodanige bewys(e) verkry of van die hand sit op enige ander wyse as ooreenkomstig die prosedure in hierdie Ooreenkoms bepaal, verbeur sodanige bewys(e) aan die Raad. Die Raad lê beslag op al sodanige bewyse en alle waarde of voordeel daaraan verbonde word onmiddellik aan die Raad verbeur. Die waarde van bewyse waarop die Raad aldus beslag lê, val aan die algemene fondse van die Raad toe.

(10) Die Raad kan na goeë dunske die bewys- en bydraekaart deur die Bystandsfonds uitgereik en in hierdie klousule bedoel, kombineer met enige ander bewys- of bydraekaarte wat alreeds deur die Raad uitgereik word ten opsigte van enige ander fondse wat deur die Raad geadministreer word, en hierdie kaarte moet dié vorm aanneem wat die Raad van tyd tot tyd bepaal.

(11) 'n Werkgewer wat in gebreke bly om 'n bewys wat ingevolge hierdie klousule vereis word op die keurdatum te koop, moet rente teen 15 persent per jaar betaal op die bedrag van sodanige bewys vanaf die dag waarop dit gekoop moes gewees het tot en met die datum waarop dit werklik gekoop is.

(12) 'n Werknemer wat ooreenkomstig hierdie klousule vir 'n bewys gekwalifiseer het en wat nie sodanige bewys van sy werkgewer ontvang het nie, moet binne vier weke na die datum waarop hy sodanige bewys moes ontvang het, deur middel van 'n verklaring die Raad verwittig dat hy sodanige bewys nie ontvang het nie.

7. VOORDELE

(1) *Bystand in slegte weer.*—Indien 'n werkgewer in enige week die dienste van 'n geskoolde werknemer, wat lid is van die Bystandsfonds opskort weens slegte weer, en sodanige geskoolde werknemer as gevolg van sodanige opskorting van sy loon verloor, moet die Bystandsfonds hom so spoedig doenlik daarna, en na ontvangs van 'n aansoek op die voorgeskrewe vorm, vergesel van 'n verklaring deur sy werkgewer om sy eis te staaf, die loon voorgeskryf in klousule 4 (1) van die Hoofdooreenkoms betaal ten opsigte van die werklike ure wat hy verloor het: Met dien verstande dat geen betaling gedoen word ten opsigte van die eerste vier werke wat hy in sodanige week verloor het nie.

(2) *Siektebystand.*—(a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siekegeld geregtig ooreenkomstig ondervermelde bepalings:

(i) In 'n tydkring van een jaar vanaf die datum waarop hy ongeskik is vir werk, is hy geregtig op R3,20 per werkdag vir 'n tydperk van hoogstens 65 werkdae, en daarna op R1,60 per werkdag:

Met dien verstande dat 'n lid wat ook kwalifiseer vir die voordele in klousule 9 van hierdie Ooreenkoms voorgeskryf, geregtig is op R7 per werkdag vir die eerste 15 werkdae van ongeskiktheid.

(ii) Indien 'n lid aan die einde van die eerste of enige daaropvolgende tydkring van een jaar nie in staat is om sy werk te verrig nie, is hy aan die begin van die volgende tydkring van een jaar geregtig op R3,20 per werkdag vir 65 werkdae en daarna op R1,60 per werkdag.

(iii) Die Bestuurskomitee kan te eniger tyd, indien bevind word dat 'n lid permanent ongeskik is vir diensverrigting, die siekegeld wat sodanige lid ontvang, beëindig. So 'n lid is vanaf 'n datum wat die Bestuurskomitee bepaal nie meer op siekegeld geregtig nie, en die Sekretaris moet hom skriftelik van sodanige datum in kennis stel.

(b) (i) 'n Lid is slegs op siekegeld geregtig indien hy minstens vier agtereenvolgende werkdae weens siekte of 'n ongeluk van die werk afwesig is.

(ii) Indien die tydperk van afwesigheid weens siekte of 'n ongeluk vier agtereenvolgende werkdae of langer is, ontvang hy siekegeld vanaf die eerste dag waarop hy ongeskik is om sy werk te verrig.

(c) 'n Lid wat aan die einde van 'n tydkring van een jaar kragtens subklousule (2) (a) (i) of (ii) siekegeld ontvang teen R1,60 per werkdag of R3,20 per werkdag, moet gedurende die jaarlike verloftydperk voorgeskryf in die vakansiefonds-ooreenkoms siekegeld bly ontvang teen die weeklikse skaal waarop hy geregtig sou gewees het indien daar geen verloftydperk was nie: Met dien verstande dat 'n lid wat gereeld bewyse van die Diensstabilisasiefonds van die Bounywerheid ontvang het en as gevolg daarvan vir vakansiebesoldiging kwalifiseer, geen siekegeld ontvang soos hierbo in hierdie paragraaf uiteengesit nie.

(d) Where a member after receiving sick-pay in terms of paragraph (a) of this subclause resumes work and makes contributions to the Benefit Fund for a period of at least 12 weeks, a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of paragraph (a) of this subclause shall *mutatis mutandis* apply.

(e) Notwithstanding anything to the contrary contained in this Agreement, a member shall not be entitled to sick-pay—

(i) if he is absent from work due to an accident which is compensable under the Workmen's Compensation Act, 1941;

(ii) if he is suffering from drug addiction or its *sequelae* or is incapacitated through sickness due to his own negligence or misconduct;

(iii) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own actions aggravated his condition or retarded his recovery.

(f) A member wishing to claim sick-pay shall submit his application on the Benefit Fund's official form with a doctor's certificate which must clearly state the period for which such member was sick and incapacitated, to the Secretary. In the case of serious sickness or injury the doctor's certificate shall be deemed sufficient notification. Sick-pay shall continue only during such time as the doctor certifies the member unfit to resume work. During the course of any sickness or incapacitation, the member shall furnish the Secretary with the doctor's certificate as often as may be required by the Management Committee, failing which no sick-pay will be paid for such period.

(g) A member who ceases to be entitled to sick-pay in terms of this clause may apply for the payment of permanent disability benefits in terms of subclause (3) of this clause.

(h) A member who, whether by reason of the fact that he is unemployed and does not receive Stabilisation Fund benefits or is employed in an area outside the area to which this Agreement applies, does not make contributions in terms of this clause may if he desires to remain eligible for sick benefits, pay to the Council the sum of 40 cents per week.

(3) *Special Permanent Disability Benefit.*—(a) Any member who in the opinion of the Management Committee is incapable of working at his trade due to an injury, loss of sight and/or physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act, may on application and at the discretion of the Management Committee be granted a special Permanent Disability Benefit. Members who are no longer entitled to sick benefits in terms of clause 7 (2) may be considered for this benefit.

(b) For guidance, the following scales of benefits are recommended, based on the applicant's potential earning capacity, if any, outside the Industry, and on the years of employment as an artisan:

- (i) Ten years and over: R13 per month;
- (ii) fifteen years and over: R15 per month;
- (iii) twenty-five years and over: R17 per month;
- (iv) thirty-five years and over: R19 per month.

(c) Payments made under this subclause are *ex gratia*, and at the absolute discretion of the Management Committee, whose decision shall be final, and the Management Committee shall not be obliged to give any reason for any decision.

(d) In addition to the cash payments in terms of paragraph (b) hereof, the Benefit Fund may on behalf of such member pay the contributions to the Pension Fund referred to in subclause (5) hereof.

(4) *General provisions applying to subclauses (1), (2) and (3).*—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Council may require.

(b) To qualify for the benefits provided for in subclauses (1) and (2), a member must have made contributions in respect of at least 13 consecutive weeks immediately prior to the commencement of the period in respect of which he applies for benefits.

(c) If at any time the amount to the credit of the Benefit Fund drops below R40 000, payments shall cease and shall not be resumed until the amount to the credit of the Benefit Fund exceeds R80 000.

(d) Members called up for military service or training in pursuance of the Defence Act shall be exempted from paying contributions to the Benefit Fund and shall not be entitled

(d) Indien 'n lid, nadat hy kragtens paragraaf (a) van hierdie sukklausule siekegeld ontvang het, sy werk hervat en vir 'n tydperk van minstens 12 weke tot die Bystandsfonds bydra, neem 'n nuwe tydkring van een jaar 'n aanvang vanaf die datum waarop sodanige lid weer ongeskik vir werk is, en daarna is die bepaling van paragraaf (a) van hierdie sukklausule *mutatis mutandis* van toepassing.

(e) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is 'n lid nie geregtig op siekegeld in ondergenoemde gevalle nie:

(i) Indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor vergoeding ooreenkomstig die Ongevallewet, 1941, betaalbaar is;

(ii) as hy aan verslaafdheid aan verdowingsmiddels of die gevolge daarvan ly, of ongeskik vir werk is weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

(iii) indien hy versuim of weer om die opdragte van 'n dokter na te kom, of indien die dokter meen dat hy deur sy eie optrede sy toestand vererger of sy herstel vertraag het.

(f) 'n Lid wat siekegeld wil eis, moet sy aansoek by die Sekretaris indien op die Bystandsfonds se amptelike vorm, saam met 'n doktersertifikaat waarop die tydperk waarin sodanige lid siek en ongeskik vir werk was, duidelik vermeld word. In die geval van ernstige siekte of besering word die doktersertifikaat geag voldoende kennisgewing te wees. Die betaling van siekegeld geskied net solank die lid volgens die dokter se verklaring ongeskik is om sy werk te hervat. Gedurende die verloop van 'n siekte of ongeskiktheid, moet die lid 'n doktersertifikaat so dikwels as wat die Bestuurskomitee mag vereis, by die Sekretaris indien, anders word geen siekegeld vir dié tydperk betaal nie.

(g) 'n Lid wat nie langer op siekegeld kragtens hierdie klousule geregtig is nie, mag aansoek doen om betaling van voordele ten opsigte van permanente ongeskiktheid kragtens sukklausule (3) van hierdie klousule.

(h) 'n Lid wat, hetsy omdat hy werkloos is en geen Stabilisasiefondsvoordele ontvang nie of werksaam is in 'n gebied buite die gebied waarin hierdie Ooreenkoms van krag is, geen bydraes ingevolge hierdie klousule betaal nie, kan, indien hy wil bly kwalifiseer vir siektevoordele, aan die Raad die som van 40c per week betaal.

(3) *Spesiale permanente-ongeskiktheidsvoordeel.*—(a) 'n Lid wat, na die mening van die Bestuurskomitee, weens 'n besering, gesigsverlies en/of liggaamlike ongeskiktheid, met inbegrip van ongeskiktheid weens hoë ouderdom, uitgesonderd gevalle wat toereikend deur die Ongevallewet gedek word, nie in staat is om sy ambag uit te oefen nie, kan, wanneer hy daarom aansoek doen, en na goedvinde van die Bestuurskomitee, 'n spesiale permanente-ongeskiktheidsvoordeel toegestaan word. Lede wat nie langer op siekevoordele kragtens klousule 7 (2) geregtig is nie, kan vir hierdie voordeel in aanmerking kom.

(b) Onderstaande voordeleskale word ter voorligting aanbeveel; dit is gebaseer op die applikant se potensiele verdienvermoë buite die Nywerheid, as daar is, en op die aantal jare wat hy as ambagsman in diens was:

- (i) Tien jaar en langer: R13 per maand;
- (ii) vyftien jaar en langer: R15 per maand;
- (iii) vyf-en-twintig jaar en langer: R17 per maand;
- (iv) vyf-en-dertig jaar en langer: R19 per maand.

(c) Betalings wat kragtens hierdie sukklausule gedoen word, is *ex gratia* en betaling daarvan geskied geheel en al na goedvinde van die Bestuurskomitee wie se beslissing finaal is, en die Bestuurskomitee is nie verplig om se rede vir 'n beslissing te vermeld nie.

(d) Benewens die kontantbetalings kragtens paragraaf (b) hiervan, kan die Bystandsfonds namens sodanige lid die bydraes tot die Pensioenfonds in sukklausule (5) hiervan bedoel, betaal.

(4) *Algemene bepalinge van toepassing op sukklausules (1), (2) en (3).*—(a) Geen betaling word kragtens hierdie klousule gedoen indien die applikant versuim om aan die Bestuurskomitee enige betreffende inligting te verskaf wat die Raad vereis nie.

(b) Om te kwalifiseer vir die voordele waarvoor in sukklausules (1) en (2) voorsiening gemaak word, moet 'n lid bydraes betaal het ten opsigte van minstens 13 agtereenvolgende weke onmiddellik voor die aanvang van die tydperk ten opsigte waarvan hy om voordele aansoek doen.

(c) Indien die bedrag wat in die krediet van die Bystandsfonds staan, te eniger tyd onderkant die R40 000 merk sou daal, word uitbetalings opgeskort en nie hervat nie alvorens die bedrag wat in die krediet van die Bystandsfonds staan, R80 000 te bowe gaan.

(d) Lede wat ingevolge die Verdedigingswet vir militêre diens of opleiding opgeroep word, word vrygestel van bydraes tot die Bystandsfonds en is nie op enige voordele daarkragtens

to any benefits therefrom whilst carrying on such duties, but shall qualify for benefits after making contributions in respect of at least two consecutive weeks, provided they resume duty in the Building Industry directly after completion of military service or training in pursuance of the Defence Act;

(e) An employee shall not be entitled to sick-pay during any period in which he is in receipt of payments in terms of subclause (1) of this clause.

(f) In the event of an employee who previously qualified for benefits in terms of subclause (b) hereof leaving the Building Industry to take up employment in another industry and thereafter returning to the Building Industry, the following provisions shall apply:

(i) If his absence from the Building Industry does not exceed three months, he shall be entitled to full benefits immediately on returning;

(ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after making contributions in respect of not less than eight consecutive weeks.

(g) Benefits granted to members in terms of this Agreement shall be based on the information supplied by the applicant. The applicant shall be held responsible for the total amount of any benefits paid in consequence of false information having been furnished and the Benefit Fund shall be entitled to recover any amounts so paid.

(h) Benefits awarded or granted in terms of this Agreement shall be conditional upon the member advising the Benefit Fund forthwith of any changes in the circumstances detailed in the original application form in order to ensure that the amount of the benefits can be properly reviewed or timeously withdrawn, as the case may be. The Benefit Fund shall be empowered to recover benefits paid in ignorance of any change in the financial circumstances or working ability of the applicant.

(5) *Pension fund.*—(a) The Council having negotiated a satisfactory pension and life assurance scheme with the Federated Insurance Company Limited, hereby authorises, for the purpose of implementing the objects of this subclause, the payment of contributions in accordance with the procedure detailed hereunder.

(b) Of the total of each weekly contribution prescribed in terms of clause 6 of the Agreement, the Council shall pay on a monthly basis to the Federated Employers' Insurance Company Limited for the purposes of the said pension and life assurance scheme the amounts as set out hereunder:

<i>Class of employee mentioned in clause 5 (1)</i>	<i>Weekly amount</i>
	R
(a).....	16,00
(b).....	17,60
(c).....	20,00

(c) Copies of all documents containing detailed information of the pension and life assurance scheme, shall be lodged with the Secretary for Manpower Utilisation.

(d) The accrued rights of contributors to the Building Industry Pension Fund Limited, established in terms of clause 7 (6) of the Agreement published under Government Notice 2828 of 5 December 1952, in respect of any similar pension or like fund shall in no way be varied or modified without the consent of the individual contributors or without the approval of the Minister.

(e) A member who by reason of the fact that he is unemployed and does not qualify for Stabilization Fund benefits or is employed in an area outside the area to which this Agreement applies does not make contributions in terms of this clause, may if he so desires and with the consent of the Council, pay to the Council the amount of the premium payable to the Company referred to in paragraph (c) hereof. The Council shall pay over the said amount to the said company on behalf of the member concerned. The Council shall issue the member concerned with a special voucher in respect of each such payment and the said member shall affix the said voucher in his contribution card on the space in such contribution card on which appears a similar date as that on which the voucher is issued. The voucher referred to in this subclause shall be in such a form as may be determined by the Council from time to time.

geregtig onderwyl hulle sodanige pligte vervul nie, dog kwalifiseer vir voordele nadat hulle ten opsigte van minstens twee agtereenvolgende weke bydraes gedoen het, met dien verstande dat hulle weer in die Bounywerheid in diens tree onmiddellik nadat hulle hul diensplig of militêre diens of opleiding ingevolge die Verdedigingswet voltooi het.

(e) 'n Werknemer is nie geregtig op siekageld gedurende enige tydperk waarin hy betalings kragtens subklousule (1) van hierdie klousule ontvang nie.

(f) Indien 'n werknemer wat voorheen vir voordele gekwalifiseer het kragtens subklousule (b) hiervan, die Bounywerheid verlaat om in 'n ander nywerheid diens te aanvaar en hy daarna weer na die Bounywerheid terugkeer, is ondergelde bepalings van toepassing:

(i) Indien sy afwesigheid van die Bounywerheid drie maande nie te bowe gaan nie, is hy onmiddellik by sy terugkeer op volle voordele geregtig;

(ii) as hy meer as drie maande dog hoogstens een jaar afwesig was, is hy geregtig op volle voordele nadat hy bydraes ten opsigte van minstens agt agtereenvolgende weke betaal het.

(g) Voordele wat kragtens hierdie Ooreenkoms aan lede toegestaan word, word gebaseer op die inligting wat deur die applikant verstrek word. Die applikant word aanspreeklik gehou vir die totale bedrag van enige voordele wat op grond van valse inligting wat verstrek is betaal is, en die Bystandsfonds het die reg om alle bedraes aldus betaal, op hom te verhaal.

(h) Voordele wat kragtens hierdie Ooreenkoms toegeken of toegestaan word, is onderworpe aan die voorwaarde dat die lid die Bystandsfonds onmiddellik in kennis stel van enige veranderinge in die omstandighede soos op die oorspronklike aansoekvorm uiteengesit, ten einde te verseker dat die bedrag van die voordele behoorlik in hersiening geneem of vroegtydig ingetrek kan word, na gelang van die geval. Die Bystandsfonds het die nodige magtiging om voordele te verhaal wat uitbetaal is onderwyl die Fonds onbewus was van 'n verandering in die geldelike omstandighede of werkvermoë van die applikant.

(5) *Pensioenfondse.*—(a) Aangesien die Raad 'n bevredigende pensioen- en lewensversekeringskema met die Federated Insurance Company Limited beding het, word die betaling van bydraes, vir die doel om die oogmerke van hierdie subklousule te implementeer, ooreenkomstig die prosedure hieronder uiteengesit, hierby gemagtig.

(b) Van die totaal van elke weeklikse bydrae voorgeskryf ooreenkomstig klousule 6 van die Ooreenkoms, moet die Raad vir die toepassing van genoemde pensioen- en lewensassuransieskema maandeliks aan die Federated Employers' Insurance Company Limited die bydrae hieronder uiteengesit, betaal:

<i>Klas werknemer in klousule 5 (1) genoem</i>	<i>Week- likse bedrag</i>
	R
(a).....	16,00
(b).....	17,60
(c).....	20,00

(c) Afskrifte van alle dokumente wat omvattende inligting bevat betreffende die pensioen- en lewensassuransieskema moet by die Sekretaris van Mannekragbenutting voorgelê word.

(d) Die opgehoopde regte van bydraers tot die Pensioenfondse vir die Bounywerheid Beperk, gestig ingevolge klousule 7 (6) van die Ooreenkoms gepubliseer by Goewermentskennisgewing 2828 van 5 Desember 1952, ten opsigte van enige soortgelyke pensioen- of dergelyke fonds, mag op generlei wyse verander of gewysig word sonder die toestemming van die individuele bydraers of sonder die goedkeuring van die Minister nie.

(e) 'n Lid wat weens die feit dat hy werkloos is en nie vir Stabilisasiefondsvoordele kwalifiseer nie, of werksaam is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, geen bydraes ingevolge hierdie klousule betaal nie, kan, indien hy begerig is om dit te doen en indien die Raad akkoord gaan, die bedrag van die premie wat aan die Maatskappy in paragraaf (c) hiervan bedoel, aan die Raad betaal. Die Raad moet genoemde bedrag namens die betrokke lid aan voormelde maatskappy oorbetal. Die Raad moet aan die betrokke lid 'n spesiale bewys uitreik ten opsigte van elke sodanige betaling, en genoemde lid moet dié bewys op sy bydraekaart plak en wel op dié plek op sodanige bewyskaart waarop dieselfde datum verskyn as dié waarop die bewys uitgereik is. Die bewys in hierdie subklousule bedoel moet die vorm aanneem wat die Raad van tyd tot tyd mag bepaal.

(6) *Special benefits.*—Notwithstanding anything to the contrary contained in this Agreement, the Management Committee may at its discretion—

(a) make *ex gratia* payments to members on such terms and conditions as it may determine, in deserving cases, up to a maximum of R100 per member per year;

(b) make advances to employees injured on duty in cases where such injury is compensable under the Workmen's Compensation Act of 1941, and lay down the terms and conditions under which such advances shall be made and the manner in which recoveries in respect of such advances shall be effected, as it may from time to time decide;

(c) make payments to the Pension Fund referred to in subclause (5) hereof in respect of the death benefit up to the age of 65 on behalf of members who, with the consent of the Management Committee, retire on pension early because of ill health: Provided that such members must have at least 10 years' service in the Industry, and must have at least received 245 stamps during such last 10 years' service in the Industry.

(7) *Special provisions applicable after the expiration of the Agreement or any extension thereof.*—(a) After the expiry of this Agreement or any extension thereof and during the period in which the Benefit Fund is administered by the Federated Employers' Insurance Company Limited or the trustee in terms of clause 2, employees who had qualified for benefits in terms of subclause (4) (b) and (4) (f) of this clause shall, subject to the provisions of this Agreement, be eligible for the same benefits to which they were entitled during the currency of the Agreement.

(b) An employee who leaves the Building Industry before the expiry of the Agreement to take up employment in another industry and returns to the Industry after the expiry of the Agreement but after an absence not exceeding three months, shall be entitled to full benefits under the Agreement, subject to the requirements of subclause (4) (f).

(c) An employee who leaves the Building Industry at any time after the expiry of this Agreement or any extension thereof, to take up employment in another industry, shall thereupon cease to be entitled to any benefits whatsoever under the Agreement and shall not qualify for any benefits upon his return to the Industry, however short the duration of his absence.

8. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation of South Africa), (hereinafter referred to as the National Fund) hereby authorises, for the purpose of implementing the objects set fourth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the National Fund an amount of 7c per week in respect of each of his employees to whom this Agreement applies.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 6 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2) less a collection fee of 2½ per cent, which amount shall accrue to the general funds for the Council.

(7) Copies of the constitution and of audited accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

(6) *Spesiale voordele.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die Bestuurskomitee na goedvinde—

(a) in verdienstelike gevalle *ex gratia*-betalings aan lede doen, tot en met 'n maksimum van R100 per lid per jaar, en wel op dié voorwaardes wat hy mag bepaal;

(b) voorskotte gee aan werknemers wat beserings in diens opgedoen het in gevalle waar daar ingevolge die Ongevallewet van 1941, soos gewysig, skadeloosstelling vir sodanige besering betaalbaar is, en die voorwaardes vastel waarop sodanige voorskotte gegee word en die wyse waarop terugbetaling ten opsigte van sodanige voorskotte moet geskied, soos die Bestuurskomitee van tyd tot tyd besluit;

(c) aan die Pensioenfonds in subklousule (5) hiervan bedoel uitbetalings doen ten opsigte van die sterftevoordeel tot en met die leeftyd van 65 jaar, namens lede wat met die toestemming van die Bestuurskomitee vroegtijdig met pensioen aftree vanweë swak gesondheid: Met dien verstande dat sodanige lede minstens 10 jaar diens in die Nywerheid moet hê, en in die loop van die laaste 10 jaar diens in die Nywerheid minstens 245 seëls ontvang het.

(7) *Spesiale bepalings van toepassing na verstryking van die Ooreenkoms of enige verlenging daarvan.*—(a) Na verstryking van hierdie Ooreenkoms of enige verlenging daarvan en gedurende die tydperk waarin die Bystandsfonds geadminestreer word deur die Federated Employers' Insurance Company Limited of die trustee ingevolge klousule 2, kwalifiseer werknemers wat kragtens subklousule 4 (b) en (f) van hierdie klousule vir voordele gekwalifiseer het, behoudens die bepalings van hierdie Ooreenkoms, vir dieselfde voordele waarop hulle geregtig was gedurende die geldigheids-termyn van die Ooreenkoms.

(b) 'n Werknemer wat voor die verstryking van die Ooreenkoms die Bounywerheid verlaat om by 'n ander nywerheid in diens te tree en na die Nywerheid terugkeer na verstryking van die Ooreenkoms dog na 'n afwesigheid van hoogstens drie maande, is geregtig op volle voordele kragtens die Ooreenkoms, behoudens die bepalings van subklousule 4 (f).

(c) 'n Werknemer wat te eniger tyd na verstryking van hierdie Ooreenkoms of enige verlenging daarvan die Bounywerheid verlaat om by 'n ander nywerheid in diens te tree, is daarna nie geregtig op enige voordele hoegenaamd kragtens die Ooreenkoms nie, en kwalifiseer nie vir enige voordele wanneer hy na die Nywerheid terugkeer nie, ongeag hoe kort sy afwesigheid.

8. DIE NASIONALE ONTWIKKELINGSFONDS VAN DIE BOUNYWERHEID

(1) Die Raad is verwittig van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Building Industries Federation of South Africa) (hieronder die Nasionale Fonds genoem), en magtig hierby, ten einde die doelstellings te verwesenlik, wat in die konstitusie van genoemde Nasionale Fonds uiteengesit word, die insameling van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgever moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 7c per week ten opsigte van elk van sy werknemers op wie hierdie Ooreenkoms van toepassing is, tot die Nasionale Fonds bydra.

(3) 'n Werkgever betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in een week in sy diens is nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die eerste werkgever by wie hy gedurende dié week minstens 16 uur in diens was.

(5) Die prosedure in klousule 6 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgelde teen 2½ persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds oorbetaal.

(7) Afskrifte van die konstitusie en van geouditeerde rekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Mannekragbenutting oorgelê word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

8A.—BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)] (hereinafter referred to as the Training Fund), hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer, shall subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the Training Fund an amount of 50c per week in respect of each of his employees to whom this Agreement applies.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 6 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (2) less a collection fee of 2,5 per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation. For the purposes of this subclause the term 'constitution' shall include any amendments to the constitution adopted from time to time.

9. BUILDING INDUSTRY SERVICES STABILIZATION FUND

(1) (a) The operation of the Fund established under Government Notice R. 1983 of 8 December 1967 and known as the "Building Industry Services Stabilization Fund" (hereinafter referred to as the "Stabilization Fund"), is hereby continued.

(b) The Stabilization Fund shall consist of—

(i) all contributions previously paid to the Council for the purpose of the Stabilization Fund in terms of this Agreement;

(ii) forty cents of the total of each weekly contribution prescribed in clause 6 (1) and (2) of this Agreement, and which the Council shall pay monthly to the Stabilization Fund;

(iii) all interest derived from the investment of any moneys of the Stabilization Fund;

(iv) any other moneys to which the Stabilization Fund may become entitled.

(c) All moneys accruing to the Stabilization Fund shall be deposited with a registered bank to the credit of the Stabilization Fund within three days of receipt thereof.

(d) The moneys of the Stabilization Fund shall be applied in accordance with the provisions of subclause (3) of this clause and the rules of the Stabilization Fund.

(e) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

(i) stock of the Government of the Republic of South Africa or local government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares or fixed deposits in registered building societies or banks; or

(v) in any other manner approved by the Registrar.

(f) All payments from the Stabilization Fund shall be made by cheque signed by the Chairman, Vice-Chairman or such other members and alternates of the Management Committee, and countersigned by the Secretary or such other alternates to the Secretary, as the Management Committee may from time to time decide.

8A.—WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)] (hierina die Opleidingsfonds genoem), magtig hy hierby, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 50c per week ten opsigte van elk van sy werknemers op wie hierdie Ooreenkoms van toepassing is, tot die Opleidingsfonds bydra.

(3) 'n Werkgewer moet geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in een week in sy diens is betaal nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 16 uur in diens was.

(5) Die prosedure in klousule 6 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorderd het, min invorderingskoste teen 2,5 persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds oorbetaal.

(7) Afskrifte van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

9. DIENSSTABILISASIEFONDS VAN DIE BOUNYWERHEID

(1) (a) Die Fonds wat ingestel is by Goewermentskennisgewing R. 1983 van 8 Desember 1967 en wat bekend staan as die "Diensstabilisasiefonds van die Bounywerheid" (hieronder die "Stabilisasiefonds" genoem), word hierby voortgesit.

(b) Die Stabilisasiefonds bestaan uit—

(i) alle bydraes wat voorheen ingevolge hierdie Ooreenkoms aan die Raad betaal is vir die doel van die Stabilisasiefonds;

(ii) veertig sent van die totaal van elke weeklikse bydrae in klousule 6 (1) en (2) van hierdie Ooreenkoms voorgeskryf, wat die Raad maandeliks aan die Stabilisasiefonds moet betaal;

(iii) alle rente verkry uit die belegging van enige gelde van die Stabilisasiefonds;

(iv) alle ander gelde waarop die Stabilisasiefonds geregtig mag word.

(c) Alle gelde wat aan die Stabilisasiefonds toeval moet binne drie dae na ontvangs daarvan by 'n geregistreerde bank in die krediet van die Stabilisasiefonds gedeponeer word.

(d) Die gelde van die Stabilisasiefonds moet aangewend word ooreenkomstig subklousule (3) van hierdie klousule en die reëls van die Stabilisasiefonds.

(e) Alle gelde wat nie nodig is vir lopende uitbetalings en onkoste nie, mag slegs op ondervermelde maniere belê word, naamlik:

(i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;

(ii) Nasionale Spaarsertifikate;

(iii) Posspaarrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bouverenigings of banke; of

(v) op enige ander wyse deur die Registrateur goedgekeur.

(f) Alle uitbetalings uit die Stabilisasiefonds moet per tjek geskied, en alle tjeks moet onderteken word deur die Voorzitter, Ondervoorzitter of sodanige ander lede en sekundi van die Bestuurskomitee as wat die Bestuurskomitee van tyd tot tyd besluit, en moet mede-onderteken word deur die Sekretaris of sodanige ander sekundi van die Sekretaris as die Bestuurskomitee van tyd tot tyd besluit.

(2) (a) The Stabilization Fund shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council together with an equal number of representatives of the employers' organisations who are parties to the Council, together with two alternates in respect of each representative; the representatives and alternates shall be members of the Council or alternates of such members.

The provisions of the Council's Constitution relating to the election of a Chairman and a Vice-Chairman, their period of office and the calling and conducting of meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

(b) The Stabilization Fund shall be administered in accordance with rules prescribed for the purpose by the Council and such rules shall not be inconsistent with the provisions of this clause, the Act or any other law and shall, inter alia, prescribe—

(i) the Stabilization Fund's benefits and the qualification attached thereto;

(ii) the procedure for lodging and payment of claims;

(iii) any other matter which the Management Committee may decide.

(c) the Management Committee may at any time with the approval of the Council, make new rules, alter or repeal any existing rules. Copies of the Stabilization Fund's rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

(d) The Management Committee shall appoint a secretary who shall be known as the Secretary of the Stabilization Fund, and such other staff and agencies as may be necessary for the proper administration of the Stabilization Fund: Provided that the appointment of agencies shall be confined to the organisations which are parties to the Council. The conditions under which agencies will represent the Stabilization Fund shall be as determined from time to time by the Management Committee.

(e) (i) Subject to the provisions of the rules of the Fund, every member shall be eligible for maximum benefits amounting to R600 in any one year; benefits shall include the granting of financial assistance to members who are unemployed and the issuing of stamps to members who, owing to unemployment or absence from work on account of sickness or injury, have not received stamps from their employers.

(ii) If at any time the amount to the credit of the Fund drops below R50 000, payments shall cease and shall not be resumed until the amount to the credit of the Stabilization Fund exceeds R100 000.

(f) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Stabilization Fund, which the Management Committee is unable to settle, shall be referred to the Council for decision.

(g) The members of the Management Committee, the Secretary, officers and employees of the Stabilization Fund shall not be liable for the debts and liabilities of the Stabilization Fund and they are hereby indemnified by the Stabilization Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(h) All expenses incurred in connection with the administration of the Stabilization Fund shall be charged on it.

(i) For the purposes of this clause "member" means an artisan in respect of whom contributions have been paid to the Stabilization Fund.

(3) The objects of the Stabilization Fund shall be to promote stability of employment in the Building and Monumental Masonry Industries and to that end to do such things as may be necessary to minimize the effect of lost time suffered by members, including—

(i) the granting of financial assistance within the scope of contributions and earnings normally prescribed by agreements of the Industrial Council for the Building Industry (Transvaal);

(ii) the provision of facilities to promote continuity of employment and to reduce the incidence of lost time resulting from the changes in employment;

(iii) establishing and maintaining an employment bureau in order to register all unemployed employees and to assist such employees to obtain suitable employment, and to this end employers shall within 24 hours advise the bureau of any vacancies that may occur;

(iv) doing such things as may be considered by the Management Committee necessary to achieve the aims set out above.

(2) (a) Die Stabilisasiefonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit een verteenwoordiger van elk van die vakverenigings wat verteenwoordig in die Raad het, asook 'n gelyke getal verteenwoordigers van die werkgewersorganisasies wat partye by die Raad is, en twee sekundi ten opsigte van elke verteenwoordiger; die verteenwoordigers en sekundi moet lede van die Raad of sekundi van sodanige lede wees.

Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul dienstermyn, en die wyse waarop vergaderings van die Raad belê en gevoer moet word, is *mutatis mutandis* op die Bestuurskomitee van toepassing.

(b) Die Stabilisasiefonds moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad vasgelê word, en dié reëls mag nie onbestaanbaar wees met die bepalings van hierdie klousule, die Wet, of enige ander wet nie, en dit moet onder meer die volgende voorskryf:

(i) Die voordele van die Stabilisasiefonds en die betreffende kwalifisering daarvoor;

(ii) die prosedure ten opsigte van die oorlegging en betaling van eise;

(iii) alle ander aangeleenthede waaroor die Bestuurskomitee mag besluit.

(c) Die Bestuurskomitee kan te eniger tyd, met die goedkeuring van die Raad, nuwe reëls maak en enige bestaande reëls wysig of herroep. Kopieë van die Stabilisasiefonds se geldende reëls en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting oorgelê word.

(d) Die Bestuurskomitee moet 'n Sekretaris aanstel, wat bekend staan as die Sekretaris van die Stabilisasiefonds, asook sodanige ander personeel en agentskappe as wat nodig mag wees vir die behoorlike administrasie van die Stabilisasiefonds: Met dien verstande dat die aanwysing van agentskappe beperk moet wees tot dié organisasies wat partye by die Raad is. Die voorwaardes waarop agentskappe die Stabilisasiefonds sal verteenwoordig, is soos wat die Bestuurskomitee van tyd tot tyd bepaal.

(e) (i) Behoudens die bepalings van die reëls van die Fonds, kwalifiseer elke lid vir maksimum voordele tot en met R600 in 'n bepaalde jaar; die voordele behels onder meer geldelike ondersteuning aan lede wat werkloos is en die uitreiking van seëls aan lede wat weens werkloosheid of afwesigheid van die werk as gevolg van siekte of besering, geen seëls van hul werkgewers ontvang het nie.

(ii) Indien die bedrag wat in die krediet van die Fonds staan te eniger tyd onderkant R50 000 daal, moet uitbetalings opgeskort word, en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Stabilisasiefonds staan, die R100 000-merk oortref.

(f) Enige geskille aangaande die vertolking, betekenis of strekking van enige van die bepalings van hierdie klousule of betreffende die administrasie van die Stabilisasiefonds wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(g) Die lede van die Bestuurskomitee, die Sekretaris, amptenare en werknemers van die Stabilisasiefonds is nie aanspreeklik vir die skulde en verpligtings van die Stabilisasiefonds nie en word hierby deur die Stabilisasiefonds gevrywaar teen alle verliese en koste deur hulle aangegaan in die loop van of in verband met die *bona fide*-verrigting van hulle pligte.

(h) Alle koste wat in verband met die administrasie van die Stabilisasiefonds aangegaan word, kom die Fonds ten laste.

(i) Vir die toepassing van hierdie klousule beteken "lid" 'n ambagsman ten opsigte van wie bydraes aan die Stabilisasiefonds betaal is.

(3) Die oogmerke van die Stabilisasiefonds is om diensstabiliteit in die Bounywerheid en die Monumentklippmesselnywerheid te bevorder, en ten einde dit te verwesenlik, dié dinge te doen wat die skade wat lede weens verlore tyd ly tot 'n minimum te beperk, en dit behels onder meer—

(i) geldelike bystandsverlening binne die bestek van bydraes en vir dienste soos gewoonlik voorgeskryf deur ooreenkomste van die Nywerheidsraad vir die Bounywerheid (Transvaal);

(ii) die verskaffing van geriewe om dienskontinuiteit te bevorder en die frekwensie van verlore tyd as gevolg van werkwisseling te verminder.

(iii) die oprigting en instandhouding van 'n werkverskaffingsburo ten einde alle werklose werknemers te registreer en sodanige werknemers te help om geskikte werk te kry, en vir hierdie doel moet werkgewers die buro binne 24 uur in kennis stel van enige vakatures wat mag ontstaan.

(iv) dié dinge te doen wat die Bestuurskomitee nodig ag om die doelstellings hierbo uiteengesit, te verwesenlik.

(4) The procedure prescribed in clause 6 and the provisions prescribed in clauses 2 (2), 4 (4), 10, 11 and 12 of this Agreement shall apply *mutatis mutandis* to the Stabilization Fund.

(5) Copies of the audited annual accounts and balance sheets of the Stabilization Fund shall be lodged with the Council.

(6) Notwithstanding the objects as set out in subclause (3), the Council may take an amount not exceeding R1,5 million (one and a half million rand) out of the Fund for the purpose of giving additional benefits to current and future pensioners and to the widows of such pensioners.

9A.—BUILDING INDUSTRY MILITARY SERVICE FUND (TRANSVAAL)

(1) (a) The operation of the Fund established under Government Notice R. 695 of 23 April 1976 and known as the "Building Industry Military Service Fund (Transvaal)" (hereinafter referred to as the "Military Service Fund" or "Fund") is hereby continued.

(b) The Fund shall consist of—

(i) 40c of the total of each weekly contribution prescribed in clause 6 (1) of this Agreement, and which the Council shall pay monthly to the Fund;

(ii) all interest derived from the investment of any moneys of the Fund;

(iii) any other moneys to which the Fund may become entitled.

(c) All moneys accruing to the Fund shall be deposited with a registered bank to the credit of the Fund within three days of receipt thereof.

(d) The moneys of the Fund shall be applied in accordance with the provisions of subclause (3) of this clause and the rules of the Fund.

(e) Any moneys not required to meet current payments and expenses shall be invested as prescribed by the Act.

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

(2) (a) The Fund shall be administered by the Council.

(b) The Fund shall be administered in accordance with rules prescribed for that purpose by the Council and such rules shall not be inconsistent with the provisions of this clause, the Act or any other law and shall, *inter alia*, prescribe—

(i) the Fund's benefits and the qualification attached thereto;

(ii) the procedure for lodging and payment of claims;

(iii) any other matter which the Council may decide.

(c) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the Fund's rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

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

(e) The Fund is entitled to borrow moneys from any other Fund administered by the Council on such conditions as determined by the Council.

(f) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund, shall be referred to the Council for decision.

(g) The members of the Council, the Secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(h) All expenses incurred in connection with the administration of the Fund shall be charged on it.

(3) The objects of the Fund shall be to give assistance to skilled employees, trainees, apprentices and learner artisans doing military service or training in pursuance of the Defence Act, 1957, and to that end to—

(a) grant financial assistance to such employees;

(4) Die prosedure in klousule 6 voorgeskryf en die bepalings van klousules 2 (2), 4 (4), 10, 11 en 12 van hierdie Ooreenkoms is *mutatis mutandis* op die Stabilisasiefonds van toepassing.

(5) Kopieë van die geouditeerde jaarlikse rekenings en balansstate van die Stabilisasiefonds moet by die Raad oorgelê word.

(6) Ondanks die oogmerke, uiteengesit in subklousule (3), kan die Raad 'n bedrag van hoogstens R1,5 miljoen (een en 'n halfmiljoen rand) uit die Fonds neem met die doel om bykomende bystand aan huidige en toekomstige pensioenarisse en die weduwees van sodanige pensioenarisse te verleen.

9A.—MILITÊREDIENSFONDS VAN DIE BOU- NYWERHEID (TRANSVAAL)

(1) (a) Die Fonds wat ingestel is by Goewermentskennisgewing R. 695 van 23 April 1976 en wat bekend staan as die "Militerediensfonds van die Bounywerheid (Transvaal)" (hierna die "Militerediensfonds" of "Fonds" genoem), word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) 40c van die totaal van elke weeklikse bydrae in klousule 6 (1) van hierdie Ooreenkoms voorgeskryf wat die Raad maandeliks aan die Fonds moet betaal;

(ii) alle rente verkry uit die belegging van enige geld van die Fonds;

(iii) alle ander geld waarop die Fonds geregtig mag word.

(c) Alle geld wat aan die Fonds toeval moet binne drie dae na ontvangs daarvan by 'n geregistreerde bank in die krediet van die Fonds gedeponeer word.

(d) Die geld van die Fonds moet aangewend word ooreenkomstig subklousule (3) van hierdie klousule en die reëls van die Fonds.

(e) Alle geld wat nie vir lopende uitbetalings en onkoste nodig is nie moet belê word soos in die Wet voorgeskryf.

(f) Alle uitbetalings uit die Fonds moet per tjek geskied, en alle tjeks moet onderteken word deur die Voorsitter, Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad as wat die Raad van tyd tot tyd besluit en moet mede-onderteken word deur die Sekretaris of sodanige ander plaasvervangers van die Sekretaris as wat die Raad van tyd tot tyd besluit.

(2) (a) Die Fonds moet deur die Raad geadministreer word.

(b) Die Fonds moet geadministreer word ooreenkomstig reëls wat vir dié doel deur die Raad vasgelê word en dié reëls mag nie onbestaanbaar wees met die bepalings van hierdie klousule, die Wet of enige ander wet nie en dit moet onder meer die volgende voorskryf:

(i) Die voordele van die Fonds en die betreffende kwalifisering daarvoor;

(ii) die prosedure ten opsigte van die oorlegging en betaling van eise;

(iii) alle ander sake waarvoor die Raad besluit.

(c) Die Raad kan te eniger tyd nuwe reëls maak en enige bestaande reëls wysig of herroep. Kopieë van die Fonds se geldende reëls en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting oorgelê word.

(d) Die Raad moet 'n sekretaris aanstel, wat bekend staan as die Sekretaris van die Fonds, asook sodanige ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(e) Die Fonds is daartoe geregtig om geld te leen van enige ander Fonds wat deur die Raad geadministreer word op voorwaarde soos deur die Raad besluit.

(f) Enige geskille aangaande die vertolking, betekenis of strekking van enige van die bepalings van hierdie klousule, of betreffende die administrasie van die Fonds, moet na die Raad verwys word vir sy beslissing.

(g) Die lede van die Raad, die Sekretaris, amptenare en werknemers van die Fonds is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie en word hierby deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in die loop van of in verband met die bona fide-verrigting van hul pligte.

(h) Alle koste wat in verband met die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(3) Die oogmerk van die Fonds is om hulp te verleen aan geskoolde werknemers, kwekelinge, vakleerlinge en leerling-ambagsmanne wat militêre diens verrig of opleiding ondergaan ingevolge die Verdedigingswet, 1957, en ten einde dit te verwesenlik—

(a) om geldelike hulp aan sodanige werknemers te verleen;

(b) issue stamps to such employees who would otherwise have been entitled thereto had they been working in the Industry within the scope of jurisdiction of the Council; and

(c) do such other things as may be considered necessary by the Council to achieve the object set out above.

(4) The procedure prescribed in clause 6 and the provisions of clauses 2 (2), 4 (4), 10 and 12 of this Agreement shall apply *mutatis mutandis* to the Fund.

(5) Copies of the audited annual accounts and balance sheets of the Fund shall be lodged with the Council.

(6) No skilled employee, trainee, apprentice or learner artisan shall under any circumstances whatsoever cede, assign, dispose of or change his beneficial interest from the Fund except as provided for in the Rules and if any such employee should attempt to do so or should suffer any act or thing whereby, whether by operation of law or otherwise a benefit, if belonging to such employee would be payable wholly or in part to some other person, such employee shall forfeit any right to such benefit save that the Council may apply the same in its absolute discretion for the support and maintenance of such employee and/or such one or more dependants of such employee as, in the opinion of the Council, are at the date the benefits become payable more deserving thereof and entitled thereto in whole or in part and in such share(s) as the Council shall determine. The decisions of the Council made pursuant to this provision shall be final and conclusive and binding on all persons concerned.

(7) If at any time the amount to the credit of the Fund falls below R1 000 payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R2 000.

(8) Upon the discontinuation and winding up of the Fund the moneys standing to its credit shall be transferred to such other Fund as the Council may decide and should the Council fail to come to such a decision for any reason whatsoever, such moneys shall accrue to the general funds of the Council.

10. ADMINISTRATION BY TRUSTEES

In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Benefit Fund shall continue to be administered by the Federated Employers' Insurance Company Limited. In the event of the Federated Employers' Insurance Company Limited being unable or unwilling to discharge its duties or a deadlock arising thereon, which renders the administration of the Benefit Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Federated Employers' Insurance Company Limited and such trustee or trustees shall possess all the powers to administer this Agreement as if the Council were still in existence until the expiry thereof.

Upon the expiry of this Agreement and if there is no Council in existence, the Benefit Fund shall be liquidated by the Federated Employers' Insurance Company Limited or the trustee or trustees, as the case may be, in accordance with the provisions of clause 11.

11. LIQUIDATION

Upon liquidation of the Benefit Fund in terms of clause 2 (2), and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Benefit Fund shall be disposed of as follows:

(1) Two-fifths to the employers' organisation represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of paid-up members belonging to each such organisation as at the date of liquidation.

(2) Two-fifths to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the membership of each such union as at the date of liquidation, the expression "membership" being limited to those members who were covered by this Agreement.

(3) One-fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

(b) seëls uit te reik aan sodanige werknemers wat andersins daarop geregtig sou gewees het indien hulle in die Nywerheid in die regsgebied van die Raad gewerk het; en

(c) dié ander dinge te doen wat die Raad nodig ag om die doelstellings hierbo uiteengesit, te verwesenlik.

(4) Die prosedure in klousule 6 voorgeskryf en die bepalings van klousules 2 (2), 4 (4), 10 en 12 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Fonds.

(5) Kopieë van die gouditeerde jaarrekenings en balansstate van die Fonds moet by die Raad oorgelê word.

(6) Behoudens die bepalings van die reëls, mag 'n geskoolde werknemer, kwekeling, vakleerling of leerlingambagsman onder geen omstandighede hoegenaamd sy voordelebelang uit die Fonds seëder, afstaan, vervreem of verwissel nie, en indien sodanige werknemer sou poog om dit te doen of enige handeling of optrede sou duld waarby, hetsy deur regswerking of andersins, 'n voordeel wat aan sodanige werknemer behoort geheel of gedeeltelik aan 'n ander persoon betaalbaar sou word, verbeur sodanige werknemer enige reg op sodanige voordeel, maar die Raad kan sodanige voordeel na goeëdunke aanwend vir bystand aan en vir die onderhoud van sodanige werknemer en/of een of meer afhanklikes van sodanige werknemer wat, na die mening van die Raad, ten tye wanneer die voordele betaalbaar word die grootste aanspraak daarop het en geheel of gedeeltelik daarop geregtig is, en wel in dié deel (dele) wat die Raad mag besluit. Die beslissings van die Raad ooreenkomstig hierdie bepaling is finaal en afdoende en bindend vir alle betrokkenes.

(7) Indien die bedrag in die krediet van die Fonds te eniger tyd onderkant R1 000 daal, moet uitbetaling gestaak word en nie weer hervat word voordat die bedrag in die krediet van die Fonds R2 000 te bowe gaan nie.

(8) Wanneer die Fonds gestaak en gelikwider word, moet die geld in die krediet van die Fonds oorgeplaas word na sodanige ander fonds as wat die raad besluit, en indien die Raad om watter rede ook al versuim om so 'n besluit te neem, val sodanige geld toe aan die algemene fondse van die Raad.

10. ADMINISTRASIE DEUR TRUSTEES

Indien die Raad ontbind sou word of indien dit sou ophou funksioneer gedurende enige tydperk waarin hierdie tydperk ingevolge artikel 34 (2) van die Wet bindend is, moet die Bystandsfonds verder deur die Federated Employers' Insurance Company Limited geadmineistreer word. Indien die Federated Employers' Insurance Company Limited nie in staat sou wees om sy pligte te vervul nie, of onwillig sou wees om dit te doen, of indien hulle voor 'n dooie punt te staan kom wat die administrasie van die Bystandsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om sy pligte van die Federated Employers' Insurance Company te vervul, en sodanige trustee of trustees besit dan alle bevoegdheid om hierdie Ooreenkoms te administreer asof die Raad nog bestaan het tot die verstryking daarvan.

By verstryking van hierdie Ooreenkoms, indien daar geen Raad meer bestaan nie, moet die Bystandsfonds ooreenkomstig klousule 11 deur die Federated Employers' Insurance Company Limited of die trustee of trustees, wat die geval ook al mag wees, gelikwider word.

11. LIKWIDASIE

Wanneer die Fonds ingevolge klousule 2 (2) gelikwider word en alle skulde, administrasie- en likwidasielaste betaal is, moet soos volg gehandel word met die gelde wat nog in die krediet van die Bystandsfonds staan:

(1) Twee vyfdes moet betaal word aan die werkgewers-organisasies wat in die Raad verteenwoordig is ten tyde van sy ontbinding of van die verstryking van die Ooreenkoms, na gelang van watter een van die jongste datum is, proporsioneel tot die getal lede wie se bydraes opbetaal is en wat ten tyde van die likwidasië aan elkeen van die organisasies behoort.

(2) Twee vyfdes moet betaal word aan die vakverenigings wat in die Raad verteenwoordig is ten tyde van die ontbinding daarvan of die verstryking van die Ooreenkoms, na gelang van watter een die jongste datum is, en moet onder sodanige vakverenigings verdeel word proporsioneel tot die lidmaatskap van elke sodanige vakvereniging ten tyde van die likwidasië. Die uitdrukking "lidmaatskap" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek is.

(3) Een vyfde moet aan die Registrateur betaal word, en hy moet kragtens artikel 34 (4) (c) van die Wet daarmee handel.

12. EXEMPTIONS

(1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after notice, in writing, has been given to the person or persons, withdraw any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

13. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg this 31st day of August 1979.

N. G. LEVEY, Chairman.

J. A. BARROW Jr, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 2358

26 October 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from 1 November 1979 and for such period or periods as the Agreement published under Government Notice R. 2357 of 26 October 1979, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2359

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL). — NON-ARTISAN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule

12. VRYSTELLINGS

(1) Die Raad kan om 'n geldige en afdoende rede aan enige persoon of persone skriftelik vrystelling verleen van een of meer van die bepalings van hierdie Ooreenkoms.

(2) Die raad moet ten opsigte van iemand aan wie vrystelling ingevolge hierdie klousule verleen is, die voorwaardes vasstel waarvolgens die vrystelling verleen is, asook die tydperk wat die vrystelling van krag is: Met dien verstande dat die Raad na goedvinde, na skriftelike kennisgewing aan die betrokke persoon of persone, die vrystellingsertifikaat kan intrek, ongeag of die tydperk waarvoor dit uitgereik is verstryk het al dan nie.

(3) 'n Vrystellingsertifikaat deur die Sekretaris onderteken, moet uitgereik word aan elke persoon aan wie vrystelling verleen is. So 'n sertifikaat is slegs geldig in die gebied waarin dit uitgereik is.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die geldigheidsduur daarvan wysig of intrek sonder om 'n rede te verstrek.

(5) 'n Werkgewer moet hom hou by die gewysigde voorwaardes van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is.

13. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm deur die regulasies ingevolge die Wet voorgeskryf, in elke werkwinkel, werkplek of werkplaas waar hy sy besigheid dryf, op 'n opvallende plek vertoon waar dit maklik toeganklik is vir al sy werknemers.

Op hede die 31ste dag van Augustus 1979 te Johannesburg onderteken.

N. G. LEVEY, Voorsitter.

J. A. BARROW Jr., Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 2358

26 Oktober 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOU- EN MONUMENTKLIPMESSELNYWER- HEID (TRANSVAAL). — VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van 1 November 1979 en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2357 van 26 Oktober 1979, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2359

26 Oktober 1979

WET OP NYWERHEIDSVersoening, 1956

BOU- EN MONUMENTKLIPMESSELNYWER- HEID (TRANSVAAL). — NIE-AMBAGSMANOOR- EENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn

hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from 1 November 1979 and for the period ending 26 April 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 of Part I, 17, 21 (5) and 22 (3) of Part II, shall be binding, with effect from 1 November 1979 and for the period ending 26 April 1981, 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 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from 1 November 1979 and for the period ending 26 April 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 of Part I, 17, 21 (5) and 22 (3) of Part II, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industries by those employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van 1 November 1979 en vir die tydperk wat op 26 April 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 van Deel I, 17, 21 (5) en 22 (3) van Deel II, met ingang van 1 November 1979 en vir die tydperk wat op 26 April 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 van Deel I, 17, 21 (5) en 22 (3) van Deel II, met ingang van 1 November 1979 en vir die tydperk wat op 26 April 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

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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 by and 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 Union of Building Trade Workers of South Africa

White Building Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

PART 1.—GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) (i) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding any portion 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), Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 kilometres from the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 kilometres from the General Post Office, Pretoria) and in the areas within radii of 48,28 kilometres from the General Post Office, Krugersdorp, 32,18 kilometres from the General Post Offices, Vereeniging and Pretoria, respectively (excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within the latter radius), and 16,09 kilometres from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively;

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

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BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(TRANSVAAL)

(NIE-AMBAGSMANOOREENKOMS)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 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 Union of Building Trade Workers of S.A.

Blanke Bouwerkersvakbond

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

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

DEEL I.—ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) (i) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd enige gedeelte van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg (Transvaal) maar buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Heidelberg, geval het, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermenskennisgewing 498 van 1 April 1966 binne die landdrosdistrik 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 Goewermenskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik 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 Goewermenskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik 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), Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria, val), en in die gebiede binne 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, 32,18 kilometer vanaf die Hoofposkantore van onderskeidelik Vereeniging en Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne laasgenoemde straal val), en 16,09 kilometer vanaf die Hoofposkantore van onderskeidelik Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank;

(ii) in die landdrosdistrik Bethal (met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika omvat nie; en

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(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for the period ending 26 April 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

“Area A” means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Brakpan [excluding any portions of the two last-mentioned Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg but outside a radius of 16,09 km of 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 km of the General Post Office, Nigel], Heidelberg (Transvaal) [excluding the area falling outside a radius of 16,09 km of the General Post Office, Heidelberg (Transvaal)], 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 km of 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 km of the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 16,09 km of the General Post Office, Nigel), Randburg, Randfontein (excluding that portion which falls outside a radius of 24,13 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria) and the areas within a radius of 24,13 km of the General Post Office, Krugersdorp, 32,18 km of the General Post Office, Pretoria (excluding that portion of the Magisterial District of Brits falling within the said radius of 32,18 km and excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within this radius) and within the radius of 16,09 km of the General Post Offices, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) and Witbank respectively;

“Area B” means the area outside a radius of 24,13 km but within a radius of 48,28 km of the General Post Office, Krugersdorp, excluding portions of the Magisterial Districts falling within this radius and already embraced in the definition of Area A; the area outside a radius of 16,09 km but within a radius of 32,18 km from the General Post Office, Vereeniging, and that portion of the Magisterial District of Brits which falls within a radius of 32,18 km of the General Post Office, Pretoria; in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression “Building Industry” shall—

(1) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(2) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas;

(bb) onderworpe is aan die bepalings van Hoofstuk V van die Vaststelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk eindigende 26 April 1981 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“Gebied A” die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan [uitgesonderd enige dele van laasgenoemde twee landdrosdistrikte wat vóór die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, maar buitekant 'n straal van 16,09 km vanaf die Hoofposkantoor, Heidelberg, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat vóór die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het, maar buitekant 'n straal van 16,09 km vanaf die Hoofposkantoor, Nigel, Heidelberg (Transvaal)] [uitgesonderd die die Hoofposkantoor, Krugersdorp, 32,18 km vanaf die Hoofposkantoor, Heidelberg (Transvaal)], Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het maar buitekant 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp), Kempton Park (uitgesonderd enige deel wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, maar buitekant 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd die gebied buitekant 'n straal van 16,09 km vanaf die Hoofposkantoor, Nigel), Randburg, Randfontein (uitgesonderd daar die gedeelte wat buite 'n straal van 24,13 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val), en die gebiede binne 'n straal van 24,13 km vanaf die Hoofposkantoor, Krugersdorp, 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie deel van die landdrosdistrik Brits wat binne genoemde straal van 32,18 km val) en uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne hierdie straal val, en 16,09 km vanaf die Hoofposkantoor, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) en Witbank;

“Gebied B” die gebied buite 'n straal van 24,13 km maar binne 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, uitgesonderd gedeeltes van die landdrosdistrikte wat binne hierdie straal val en alreeds in die omskrywing van Gebied A ingesluit is; die gebied buite 'n straal van 16,09 km maar binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Vereeniging, en daardie gedeelte van die landdrosdistrik Brits wat binne 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val; in die landdrosdistrik Bethal (met ingeëp van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking “Bounywerheid”—

(1) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika omvat nie; en

(2) onderworpe is aan die bepalings van Hoofstuk V van die Afbakeningsvaststelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede;

"artisan" means an employee performing 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 blocks not bedded in mortar or mastic;
- (c) the laying of blocks in the construction of concrete floors and concrete roofs.

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, planing 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, or similar materials, asbestos slates and wooden shingles.

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

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

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 and decorating/glazing.—Tinting; stippling; paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, 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 down-pipes;
- (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.

"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 toesig 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; rifvoegwerk; 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.

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

Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.—Afmerkwark; uitlêwerk; montering en vassit van vaste toebehore; sagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoehore; die vassit van gegolfde sink- en asbesplate aan agterwerk of hegstukke van hout; leiteëls, Harvey-teëls of soortgelyke materiale, asbesteëls en houtdakspane vassit.

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

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

Ruit-in-lood-werk.—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 afmerkwark; die opstelling van en toesighouding oor masjiene; handswais- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl- en/of monterwerk; die vasstel van siertaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

Verf- en versierwerk/beglasing.—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, 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 verflaag 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 dergelyke stowwe; en
- (h) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelyke stowwe.

Pleister-, afvlakkings- en granolitiese werk.—Die voorbereiding 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; afskuimwerk.

Loodgieterswerk.—Uitmerk- en afmerkwark; die finale vassit van gemonteerde pype en toebehore.

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, klippesselwerk 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 poleerwerk nie; die opstelling van masjiene; die lê van klip in 'n daghabed; uitmerkwark.

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

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;

“assistant decorator/glazier” means an employee who is in possession of an assistant decorator’s/glazier’s registration certificate issued to him by the Council and who may under supervision, which need not be constant, perform painting, decorating and/or glazing as defined, but excluding tinting, stippling, signwriting: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by a painter and decorator/glazier artisan as defined: Provided further that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more assistant decorators/glaziers are performing painting, decorating and/or glazing;

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

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

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

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

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

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

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

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

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

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

Houtmasjienwerk.—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;

“assistent-versierder/beglaser” ’n werknemer in besit van ’n assistent-versierder/beglaser-registrasiesertifikaat wat deur die Raad aan hom uitgereik is en wat onder toesig, wat nie deurlopend hoef te wees nie, verfwerk, versierwerk en/of beglasing soos omskryf kan verrig, maar uitgesonderd kleurwerk, stippelwerk en letterskilderwerk: Met dien verstande dat die voorafgaande voorwaardes nie op enige manier die werk mag beperk wat deur ’n verwer en versierder/beglaserambagsman soos omskryf, verrig word nie: Voorts met dien verstande dat ondanks die bogemelde bepalings daar ’n meesterambagsman-verwer en -versierder/beglaser in diens moet wees by elke werkterein waar daar een of meer assistent-versierders/beglaser verfwerk, versierwerk en/of beglasing verrig;

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

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of damdigting van kelders of fondamente, hetsy met voorbereide rolle dakbedekkinge of asfaltplate met geglasuurde of nie-geglasuurde oppervlakte of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of half-soliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -plaatbloeke of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepyriole;

lakpolitoerwerk, wat politoerwerk met ’n kwas of kussinkie en bespuiting met ’n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in spannings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, insluit, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie, en ook rakkaste, kombuiske of ander kombuis toebehore omvat wat as ’n permanente deel van die gebou aangebring word;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier-, gedenk-, en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van ’n Mall en Bi-ax- of dergelike tipe verplaasbare spinner, buisame sny- afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

painting, which includes decorating, paper-hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

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

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

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

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

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

"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;

"cleaner" means an employee engaged on any one or more of the following activities:

Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles including polishing floors, furniture or vehicles, brushing carpets, removing excess waste materials, levelling of premises and other cleaning activities incidental to the foregoing;

"construction work" means any work in connection with the Industry other than work performed in a workshop, factory or in a yard or in transit between building sites, workshops, factories or yards;

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

"Council" means the Industrial Council for the Building Industry (Transvaal) deemed to have been registered in terms of section 19 of the Act;

"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;

skilderwerk, wat die volgende insluit: Versierwerk, muur-plakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuit-verfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan en ook skuurwerk met skuurpapier en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk met skuurpapier, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, model-leerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbord-plafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny, en afwerkmasjiën, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweisoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huis-ingenieurswerk, rioolaanlegwerk, kalfaafwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, stort-aanleg en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die betrokke artikels vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbankskerms en binnenshuise los en vaste toebehoere;

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

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

"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;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Die skoonmaak en/of was van persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels, met inbegrip van die poleer van vloere, meubels of voertuie, die borsel van matte, die verwydering van oortollige afvalmateriaal, die gelykmaak van persele en ander skoonmaakaktiwiteite wat met die voorafgaande saamhang;

"bouwerk" enige werk in verband met die Nywerheid, uitgesonderd werk wat in 'n werkwinkel, fabriek of in 'n werf verrig word of wat onderweg is tussen bouterreine, werkwinkel, fabriek of werf;

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal) wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"dag" die tydperk van 24 uur van middernag tot middernag;

"werkgewer" behoudens die bepalinge van die Wet, ook 'n direkteur of 'n regspersoon;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8 of this Agreement.

"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) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

"Fund" means the Fund continued in terms of clause 11;

"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);

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

"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 those 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;

"learner assistant decorator/glazier" means an employee who is registered as such with the Council and who may under supervision, which need not be constant, for a period not exceeding one year, perform painting, decorating and glazing as defined, but excluding tinting, stippling and sign-writing: Provided that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more learner assistant decorators/glaziers are performing painting, decorating and/or glazing;

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

"Main Agreement" means the Agreement of the Council published in terms of the Act which prescribes wages for skilled employees;

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

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

"operative Grade I" means an employee 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 allowance [referred to in clauses 6 (1) (ii) and 9 (2) (a) (ii) of the Agreements published under Government Notices R. 2356 and R. 2357 of 26 October 1979, respectively, or any succeeding agreements and

"noodwerk" werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker of ander werk van dringende noodsaaklikheid wat nie voorsien of verhoed kon word nie;

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die voortsetting van enige ander nywerheid, saak of onderneming te verseker, of 'n dringende saak wat nie gedurende die gewone werkure wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word, verrig kan word nie;

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

"Fonds" die Fonds wat ingevolge klousule 11 voortgesit word;

"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 werkgever vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van die werk van 'n ambagsman, hetsy in die hoedanigheid van instrukteur of andersins;
- (f) in beheer wees van alle werknemers op sodanige terrein(e);

"Nywerheid" die Bounywerheid en/of die Monumentklipmesselnywerheid;

"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;

"kontraakteur 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;

"leerlingassistent-versierder/beglaser" 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder toesig, wat nie deurlopend hoef te wees nie, vir 'n tydperk wat nie een jaar oorskry nie, verfwerk, versierwerk en beglasing soos omskryf mag verrig, maar uitgesonderd kleurwerk, stippelwerk en letterskilderwerk: Met dien verstande dat ondanks bostaande bepalings 'n meesterambagsmanverwer en -versierder/beglaser op elke werkterrein waar daar een of meer leerlingassistent-versierder/beglaser verfwerk, versierwerk en/of beglasing verrig, in diens mag wees;

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

"Hoof-ooreenkoms" die Ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone vir geskoolde werknemers voorgeskryf word;

"meesterambagsman" 'n ambagsman wat op die datum waarop hierdie Ooreenkoms in werking tree, as 'n meesterambagsman geregistreer was of wat daarna as 'n meesterambagsman geregistreer word;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is om grafstene of ander monumente oor grafte te maak en/of op te rig en/of om grafte op te bou;

"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 werkgever wat die getal geskoolde werknemers in diens het wat deur die Raad bepaal word en wat die meesterambagsmanseëltoelae ontvang [vermeld in klousules 6 (1) (ii) en 9 (2) (a) (ii) van die Ooreenkomste gepubliseer by onderskeidelik Goewermentskennisgewing R. 2356 en R. 2357 van 26 Oktober 1979 of enige daaropvolgende ooreenkomste en wysigings en

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) *Carpentry*.—Assembling of rough timbers to a templet; cutting and fixing to a gauge rough timbers, corrugated iron, asbestos and/or other composition sheeting, and materials, shaped as roofing tiles, but excluding the cutting or fixing together of all timber not referred to above when the finished article is intended to be finished to a planed surface, 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) *Metal work*.—Welding and/or brazing, but excluding marking out and setting out.

(f) *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.

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

(h) *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.

(i) *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) *Plumbing*.—Cutting, screwing, bending and threading of copper piping and rods by hand under supervision; preliminary assembling and fixing of piping and fittings; soldering.

(g) *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.

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 voorkeursindiensneming 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, blaaie 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 binnefondamentmure; maar uitgesonderd uitlewerk, hoogtes meet, hoeke, binnedeurkosyne en vensterrame loodreg stel, profielplanke of setmate oprig, rifvoegwerk.

(b) *Timmerwerk*.—Die montering van onbewerkte timmerhout volgens 'n patroon; die sny en vassit van onbewerkte timmerhout, sink-, asbes- en/of ander komposisieplate en/of ander materiaal wat as dakteëls gevorm is, volgens 'n meet-instrument, 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, binnedeurkosyne en vensterrame.

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

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

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

(f) *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 afwerkklae.

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

(h) *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.

(i) *Teelwerk*.—Die aanwending van dagha ter voorbereiding vir die vassit van teëls en mosaiek; die sny en vassit van teëls en mosaiek, maar uitgesonderd uitle- en afmerkwerk; "werksman graad II" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Asfalting, waterdigting en/of vogdigting*.—Onder die periodieke toesig van 'n geskoolde werknemer toesig hou oor ongeskoolde arbeiders wat handewerk verrig in verband met die asfalting, 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 spinmasjien op vloerwerk;

(c) *Skrynwerk/winkeluitrusting*.—Die bediening van 'n elektris 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 opslaanhuiseenhede in gietvorms by die fabriek;

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

afvlakking met 'n reihout.

(f) *Loodgieterswerk*.—Koperpype en stawe onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny, die voorlopige aanmeekaarsit en vassit van pype en toebehore; soldeerwerk.

(g) *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.

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

(e) *Painting and decorating/glazing*.—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 point brush;

applying the first coat of paint on shop coated steel surfaces;

applying back putty and cleaning of excess tags thereto under periodic supervision of a skilled employee; fixing of glass;

flame treatment under supervision;

spraying of roofs with Kenitex or similar materials.

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

(g) *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.

(h) *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.

(i) *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.

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

(k) *Other*.—Driving a hoist;

driving a mechanical dumper;

operating a jib hoist without a platform carrying a load of not more than 0,056 m³ 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 saw;

operating a spindle machine;

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

"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 buitenshuise 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 sandstraalmasjiën onder toesig.

(c) *Rioolaanlegwerk*.—Lasse in riole kalfater.

(d) *Metaalwerk*.—'n Kragaangedrewe slypmasjiën op metaal bedien of vylwerk met die hand verrig.

(e) *Verfwerk en versiering/beglasing*.—Die aanbring van 'n vloeiware herverglanser op baksteenwerk of slasto;

die aanbring van dekoratiewe bitumastik 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;

die aanbring van 'n stopverfbed en die verwydering van oorskietstukkies onder die periodieke toesig van 'n geskoolde werknemer; ruite insit;

vlambehandeling onder toesig;

die besputting van dakke met Kenitex of soortgelyke stowwe.

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

(g) *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.

(h) *Klipwerk, klipmesselwerk en monumentwerk*.—Onder die periodieke toesig van 'n geskoolde werknemer 'n duntermasjiën, met inbegrip van 'n handduntermasjiën. 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjiënerie, met inbegrip van handpoleeruitrusting, lettersnymasjiëne, hang- en spansae, kompressors, druklugwerktuie op voorafgegiëte en ander klip bedien; werktuie skerpmaak.

(i) *Boutimmerwerk*.—Dakbedekking van sink en asbes aan 'n 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.

(j) *Houtmasjiënwerk*.—Materiaal in houtwerkmasjiëne met roltoevoer onder toesig voer.

(k) *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 kragaangedrewe betonmengers bedien;

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

(A) 'n Dubbel- of drievoudige rolskuurmasjiën bedien;

'n kragaangedrewe pers bedien;

'n messlypmasjiën bedien;

'n verdieper bedien;

sae skerpmaak, met inbegrip van hardsoldeer-, wolfstand- en/of boslagsae;

'n houtfreemasjiën bedien;

gluing and fixing edging to shelves and flat board mass produced in workshops;

nailing of masonite backs to fittings;

nailing up drawers and trays (including bottoms) by nailing machine in workshop;

morticing, jig tenoning, jig assembly and nailing of self-locating and pinned door frames, window frames, sashes and doors, excluding framed, ledged and braced doors, all to stock joinery;

cutting and pinning glazing beads, all to stock joinery; clamping or cramping doors and sashes by machine;

framing-up and securing butt-jointed material in jigs or clamps;

(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 guage, 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) 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 particulars 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;

lym en vassit van randstukke aan rakke en platbord wat in grootmaat in werkwinkels geproduseer is;

vasspyker van Masonite-rugstukke aan toebehoere;

aanmeakaarspyker van laaie en vlak laaie (met inbegrip van bome) met 'n spykermasjien in die werkwinkel;

die maak van tapgate, die maak van tappe in 'n setmaat, setmaatmontering en die vasspyker van selfpassende en gepende deurkosyne, vensterrame en deure, uitgesonderd geraamde Z-plankdeure, almal aan voorraadskraynwerk;

die sny en vaspen van ruitkraallyste, almal aan voorraadskraynwerk;

die klamp of kramp van deure en vensterrame met 'n masjien;

die vassit en voeg van gestootlaste materiaal in setmate of klampe;

(B) voertuie in die fabriek dryf;

'n bandsaag bedien;

'n breëbandskuurmasjien bedien;

(C) band- of tolskuurwerk;

nasienwerk;

'n messlypmasjien versorg;

masjiene oppas;

Masjiene, toebehoere of verkeerstrepe of waarskuwingstekens verf;

'n saagslypmasjien versorg, met inbegrip van die aan- en afsakel 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) finerwerk met die hand of met 'n masjien randskaaf;

'n radiofrekwensie- en klampsetmaat bedien;

die meet of meng van bestanddele vir die maak van lym; een of meer van die volgende kragmasjiene bedien:

'n Deurlopende randinkeepmasjien;

'n houtkernpersmasjien;

'n kloofsaag;

'n rowwe dwarssaag;

'n fineerrandlymmasjien;

(E) die inmeakaarsit van kosyne en kerns vir hol blok-panele;

'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 saamvoeg;

hout of ander artikels in kleurstowwe, verf, verduursamingsmiddels of ander vloeibare oplossings inderdop of voer, of sodanige artikels met die hand of nie-kraaangedrewe toestelle verwyder;

lamel- of blokborde, laaghout, finerwerk, kerns of spaanderborde nagaan of met die hand of masjien herstel, of besonderhede daaromtrent opteken;

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

gate in lamel- of blokborde, laaghout, finerwerk of spaanderborde met die hand of masjien opvul;

inkepings in deure met 'n masjien gelyk maak;

gelymde droë materiaal bymekaar neerlê of opstapel, gereed om in 'n pers gevoer te word;

perse op- 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 dubbele of drievoudige skuurmasjien of band- of tol- of breëbandskuurwerk;

kramwerk met druklug of drukluhamer;

(F) any operations not listed herein but included in the definitions of "operative, Grade I," "operative, Grade II," "operative, Grade III," and "unskilled labourer";

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 of this Agreement and shall include time worked on public holidays or during the holiday period prescribed in clause 18;

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

"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;

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

"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;

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

"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;

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

"unskilled labourer" means an employee engaged in any one or more of the following operations, but shall not include an employee performing such work or similar operations in connection 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 concrete 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 components, 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) *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.

(e) *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.

(F) enige werksaamhede wat nie hierin gelys is nie maar inbegrepe is by die omskrywing van "werksman graad I", "werksman graad II", "werksman graad III" en "ongeskoolde arbeider";

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werke wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word, en omvat tyd wat gewerk word op openbare vakansiedae of gedurende die vakansietydperk wat in klousule 18 voorgeskryf word;

"stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"herhaalproses" die werksaamhede wat binne die bedoeling van die omskrywing van "Bounywerheid" uitgevoer word in verband met die massavervaardiging en/of -montering van vlakpaneeldeure, kombuiske, 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;

"Sekretaris" die Sekretaris van die Raad en omvat dit 'n beampde wat die Raad benoem om namens die Sekretaris op te tree;

"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;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en kerkhofgedenktekens van alle tipes;

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

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

"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 herhaalproses betrokke is nie:

(a) *Asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.*—Vir vure 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;

voeë tussen steenwerk en betonbalke opvul;

voeë in stene en vloerteëls met bry vul en dit skoonmaak;

die lê van blokke by die konstruksie van betonvloere en betondakke;

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

los teëls op oppervlakke lê sonder bedding;

staanders, blaaië 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) *Skryfwerk/Winkeluitrustingswerk.*—Geschoolde werknemers help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgeklem of geper word;

tapgate skoonmaak;

staalveerklemme aan aluminiumdekstroke vassit.

(e) *Metaalwerk.*—Staalvensters en -deurkosyne onder toesig koppel; metaal met krag- of handmasjiene boor of pons en moerdraad daarin sny;

kloue aan staalvensters en -deurkosyne aanbring.

(f) *Painting, decorating/glazing.*—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;

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

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

kneading of putty to correct consistency;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Blacks and rough timber such as joints 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.

(g) *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.

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

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

(j) *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.

(k) *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.

(f) *Verfwerk, versiering/beglasing.*—Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal; rubberlym aan sementteëls op dakke met 'n koolborsel aanbring;

geskoolde werknemers help deur die draadholtes in hout op te vul voordat houtoppervlakke met 'n doek opgevevry word;

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

glas skoonmaak nadat ruite ingesit is;

voltooië rame skoonmaak voordat stopverf aangebring word;

stopverf brei totdat dit die regte stewigheid het;

geboue en latrines wat deur Swartes geokkupeer en gebruik word en ruwe timmerwerk soos balke en die onderkant van vloere afwit en teer op 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;

voë en agterkante van klip met 'n waterdigtingsmengsel verf; asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf verf of spuit;

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

alle bouersuitrusting 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 verfoplosmiddel gebruik word, die werk onder toesig gedoen moet word;

pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit gevef 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 gevef word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word.

(g) *Pleisterwerk.*—Saksmeerwerk aan mure en plafonne verrig;

gietsvorms 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;

voë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietsvorms opstel en bekisting en gietsels stroop;

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

die vulsel in gietsvorms vasstamp.

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

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

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

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

dakpanne met 'n handteëlmasjien 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.

(l) *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.

(m) *Woodmachining*.—Drawing off materials from all woodworking machines.

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

balancing 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;

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 operation:

Applying glue by handbrush or roller;

cleaning premises, or machinery, tools, utensils, implements, furniture or other articles;

collecting veneers;

lime-washing or colour-washing buildings or other structures;

lifting, carrying, moving or stacking goods or articles;

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 veneer;

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;

“voucher” means the official voucher issued by the Council, and “stamp” shall have the same meaning for the purposes of this Agreement;

“wage” means that portion of the remuneration payable in money to an employee in terms of clause 4 in respect of the ordinary hours laid down in clause 8: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in the said clause 4, it means such higher amount;

“week” means from Monday to Friday;

(1) *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;

(m) *Houtmasjienwerk*.—Materiaal van alle houtwerkmasjiene afneem;

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

afval- of oumetaal 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;

uitgrawingswerk in grond, sagte en harde rots met gebruikmaking van 'n klopboor en die uitgegrawe klip en grond verwyder;

sand, klip en sement afmeet;

materiaal en goedere op- en aflai;

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 vryfmasjiene verwyder;

hystoestelle oprig;

afgewerkte voorvlakke van produkte met die hand afskraap deur gebruik te maak van 'n staaldraadborsel en 'n skropborsel;

materiaal met 'n skopgraaf in '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 skropborsels afwas en gebruikte stene skoonmaak;

“ongeskoorde 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, gereedschap, 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 aflai;

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;

“bewys” die amptelike bewys wat die Raad uitreik en bly die toepassing van hierdie Ooreenkoms het “Seël” dieselfde betekenis;

“loon” daardie gedeelte van die besoldiging wat ingevolge klousule 4 in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone ure voorgeskryf in klousule 8: Met dien verstande dat, as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in genoemde klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

“week” van Maandag tot Vrydag;

"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.

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.

4. WAGES

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

"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, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, 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;

DEEL II

Hierdie deel van die Ooreenkoms is van toepassing op werknemers uitgesonderd dié wat op herhaalprosesse werk-saam is en op die werkgewers van sodanige werknemers.

4₂ LONE

(1) *Algemeen.*—Geen lone wat laer as die volgende is, gelees saam met die ander bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Cents per hour					
	1/11/79 to 30/4/80		1/5/80 to 31/10/80		Thereafter	
	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement
(a) Assistant Decorator/Glazier (90 per cent of the wage as prescribed for a skilled employee rounded off to the nearest cent).....	c	c	c	c	c	c
(b) Learner Assistant Decorator/Glazier (75 per cent of the wage as prescribed for a skilled employee rounded off to the nearest cent)....	216	270	229	286	302	302
(c) Operative Grade I (65 per cent of the wage as prescribed for a skilled employee rounded off to the nearest whole cent until 1/5/80 after which it will be 75 per cent).....	180	225	190	238	252	252
(d) Crane driver.....	156	195	190	238	252	252
(e) 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.....	122	153	130	162	172	172
(f) Learner Operative Grade I.....	105	131	111	139	147	147
(g) Operative Grade II.....	101	126	106	133	141	141
(h) 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.....	101	126	106	133	141	141
(i) Operative Grade III on construction work....	82	102	87	109	115	115
(j) Operative Grade III not on construction work	66	82	69	86	91	91
(k) 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.....	58	72	61	76	80	80
	61	76	65	81	85	85
		Area A Area B		Area A Area B		Area A Area B
(l) Unskilled Labourer, Area A on construction work.....	—	76	—	81	—	85
(m) Unskilled Labourer, Area A not on construction work.....	—	63	—	67	—	70
(n) Unskilled Labourer, Area B on construction work.....	62	—	65	—	69	—
(o) Unskilled Labourer, Area B not on construction work.....	48	—	51	—	54	—
(p) Cleaner (70 per cent of the wage prescribed for an Unskilled Labourer, Area A on construction).....	53	53	57	57	59	59
	R	R	R	R	R	R
(q) Employee engaged on patrolling premises and guarding property.....	5,65 per day	5,65 per day	5,99 per day	5,99 per day	6,32 per day	6,32 per day

	Sent per uur					
	1/11/79 tot 30/4/80		1/5/80 tot 31/10/80		Daarna	
	Bethal- gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal- gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal- gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word
	c	c	c	c	c	c
(a) Assistent-versierder/-beglaser (90 persent van die loon voorgeskryf vir 'n geskoolde werknemer afgerond tot die naaste sent).....	216	270	229	286	302	302
(b) Leerling Assistent-versierder/-beglaser (75 persent van die loon voorgeskryf vir 'n geskoolde werknemer, afgerond tot die naaste sent).....	180	225	190	238	252	252
(c) Werksman, Graad I (65 persent van die loon voorgeskryf vir 'n geskoolde werknemer, afgerond tot die naaste sent tot 1/5/80, waarna dit 75 persent sal wees).....	156	195	190	238	252	252
(d) Kraandrywer.....	122	153	130	162	172	172
(e) Drywer van 'n meganiese voertuig waarvan 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.....	105	131	111	139	147	147
(f) Leerling Werksman, Graad I.....	101	126	106	133	141	141
(g) Werksman, Graad II.....	101	126	106	133	141	141
(h) 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.....	82	102	87	109	115	115
(i) Werksman, Graad III op konstruksiewerk.....	66	82	69	86	91	91
(j) Werksman, Graad III nie op konstruksiewerk nie.....	58	72	61	76	80	80
(k) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, en werknemers vir wie lone in Deel II voorgeskryf word.....	61	76	65	81	85	85
		Gebied A Gebied B		Gebied A Gebied B		Gebied A Gebied B
(l) Ongeskoolde arbeider, in Gebied A, op bouwerk.....	—	76	—	81	—	85
(m) Ongeskoolde arbeider, in Gebied A, nie op bouwerk nie.....	—	63	—	67	—	70
(n) Ongeskoolde arbeider, in Gebied B, op bouwerk.....	62	—	65	—	65	—
(o) Ongeskoolde arbeider, in Gebied B, nie op bouwerk nie.....	48	—	51	—	51	—
(p) Skoonmaker (70 persent van die loon voorgeskryf vir 'n ongeskoolde arbeider, gebied A, op bouwerk).....	53	53	57	57	59	59
	R	R	R	R	R	R
(q) Werknemer wat persele patroleer en eiendom bewaak.....	5,65 per dag	5,65 per dag	5,99 per dag	5,99 per dag	6,32 per dag	6,32 per dag

(2) *Differential rates.*—An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate for all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

(3) *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.

(2) *Differensiële lone.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of enige ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoër loon besoldig word: Met dien verstande dat wanneer 'n werknemer drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal moet word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

(3) *Vermindering van lone.*—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 werkgewer in dieselfde klas werk in diens is.

5. REGISTRATION OF EMPLOYEES

(1) *Operative Grade I.* — (a) Every employer shall ensure that no person other than a skilled employee perform any one or more of the operations mentioned in the definition of operative Grade I unless such employer has—

(i) 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

(ii) 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;

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

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

(c) The Council may at any time withdraw the written permit and registration certificate referred to in subclause (a) 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.

(d) 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.

(2) *Assistant decorator/glazier and learner assistant decorator/glazier.*—Every employer shall ensure that no person other than a skilled employee perform any one or more of the operations mentioned in the definition of assistant decorator/glazier and learner assistant decorator/glazier: Provided that a learner assistant decorator/glazier and assistant decorator/glazier may perform such work subject to the following:

(a) Every learner assistant decorator/glazier shall register with the Industrial Council within seven days of having been so engaged by an employer and no employer shall employ for longer than seven days a learner assistant decorator/glazier who is not registered with the Industrial Council.

(b) Every learner assistant decorator/glazier shall undergo a test set by the Council to become an assistant decorator/glazier within three months after completion of his in-service training period of one year. Should he pass such test the Industrial Council shall register him as an assistant decorator/glazier but should he fail such test he shall not be employed by another employer as a learner assistant decorator/glazier.

(c) No employer shall keep in his employ a learner assistant decorator/glazier for a period in excess of 12 months at a wage prescribed for a learner assistant decorator/glazier. From the date of completion of his 12 months' training period and before taking his test as assistant decorator/glazier the employer shall pay such learner assistant decorator/glazier at the wage prescribed for an assistant decorator/glazier.

(d) To enable the Industrial Council to properly control any abuse of the employment of learner assistant decorators/glaziers and/or assistant decorators/glaziers the Industrial Council shall have the right to refuse registration of this category of employee and in such event the Council may in its sole discretion stipulate the conditions under which any specific employer may engage learner assistant decorators/glaziers.

6. PROHIBITED EMPLOYMENT

(1) Every employer shall ensure that no person other than a skilled employee, learner artisan, apprentice or a trainee perform any of the operations mentioned in the definition of "skilled employee" except that an operative, Grade I, and assistant decorator/glazier or learner assistant decorator/glazier 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 perform 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.

5. REGISTRASIE VAN WERKNEMERS

(1) *Werksman graad I.*—(a) Elke werkgever moet toesien dat geen persoon, anders as 'n geskoolde werknemer, enige van die werksaamhede in die omskrywing van werksman graad I genoem, verrig nie. tensy sodanige werkgever—

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

(ii) 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;

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

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

(c) Die Raad kan te eniger tyd die skriftelike verlof- en registrasiesertifikaat in subklousule (a) 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.

(d) 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.

(2) *Assistent versierder/beglaser en leerlingassistent-versierder/beglaser.*—Elke werkgever moet toesien dat geen persoon anders as 'n geskoolde werknemer enige van die werksaamhede in die omskrywing van assistent-versierder/beglaser en leerlingassistent-versierder/beglaser genoem verrig nie: Met dien verstande dat 'n leerlingassistent-versierder/beglaser en assistent-versierder/beglaser sodanige werk mag verrig, onderhewig aan die volgende:

(a) Elke leerlingassistent-versierder/beglaser moet binne sewe dae nadat hy aldus in diens geneem is, by die Raad geregistreer en geen werkgever mag 'n leerlingassistent-versierder/beglaser langer as sewe dae in diens hê wat nie by die Nywerheidsraad geregistreer is nie.

(b) Elke leerlingassistent-versierder/beglaser moet 'n toets wat deur die Raad gestel word ondergaan om 'n assistent-versierder/beglaser te word, binne drie maande nadat hy sy in-diensopleidingsperiode van een jaar voltooi het. Indien hy in sodanige toets slaag, moet die Nywerheidsraad hom registreer as assistent-versierder/beglaser maar as hy nie in die toets slaag nie mag hy nie deur 'n ander werkgever as leerlingassistent-versierder/beglaser geëmployeer word nie.

(c) Geen werkgever mag 'n leerlingassistent-versierder/beglaser langer as 12 maande in sy diens hou teen die loon voorgeskryf vir 'n leerlingassistent-versierder/beglaser nie. Vanaf die datum waarop hy sy opleidingsperiode van 12 maande voltooi en voordat hy die toets as assistent-versierder/beglaser aflê, moet die werkgever aan hom die loon voorgeskryf vir 'n assistent-versierder/beglaser betaal.

(d) Ten einde die Nywerheidsraad in staat te stel om behoorlike beheer uit te oefen oor enige misbruik van die diens van leerlingassistent-versierders/beglaser en/of assistent-versierders/beglaser, het die Nywerheidsraad die reg om die registrasie van hierdie kategorie werknemer te weier en in so 'n geval mag die Raad na goëddunke die voorwaardes neerlê waaronder enige spesifieke werkgever leerlingassistent-versierders/beglaser in diens mag neem.

6. VERBODE INDIENSNEMING

(1) Elke werkgever moet toesien dat niemand anders as 'n geskoolde werknemer, leerlingambagsman, vakleerling of kwekeling enige van die werksaamhede genoem in die omskrywing van "geskoolde werknemer" verrig nie, maar 'n werksman graad I en 'n assistent-versierder/beglaser of leerlingassistent-versierder/beglaser 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 enige van die werksaamhede genoem in die omskrywing van "werksman graad I" verrig nie tensy hy deur die Raad toegelaat is om die betrokke werksaamhede uit te voer.

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

7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

(1) *General.*—(a) Subject to subclause (2) wages, earnings for overtime and all other remuneration due shall be paid in cash weekly not later than finishing time on Fridays or on termination of employment if this takes place before the ordinary pay-day of the employee.

(b) Payments may, however, be made on days prior to Friday if agreed to by the employer and employee; provided the employer notifies the Council. When a Friday is a holiday in the Industry, payment shall be made on the Thursday preceding.

(c) Employees shall be paid their wages in envelopes accompanied by a statement giving particulars of how the amount concerned is arrived at: Provided that payment of work done on a Sunday shall be shown separately in such statement.

(2) *Waiting time.*—An employer who fails to comply with the provisions of paragraph (a) on termination of employment, shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment which shall be available not later than finishing time on the Friday of the week in which such employee's services are terminated: Provided that—

(i) waiting time in terms of this subclause shall not be paid for more than 16 hours;

(ii) waiting time in terms of this subclause shall not be payable in addition to payment in lieu of notice in terms of clause 10 (2);

(iii) an employee who terminates his employment without having given and served the notice prescribed in clause 10 (1) shall not be entitled to payment for waiting time.

(3) *Deductions.*—Subject to the provisions of this or any other agreement of the Council, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer is legally or by order of any competent court required or permitted to make.

(4) *Country allowance.*—Where an employee is sent by an employer to work away from his ordinary town or residence on a job situated within an area to which this Agreement applies and the employee can reasonably be said to be unable to return to his home daily, where no suitable sleeping accommodation in proximity to the place of work is provided, the employer shall pay such employee a subsistence allowance of 35c in respect of every night he spends away from home: Provided that an employer may deduct from an employee's wages moneys paid by the employer for board and lodging in respect of the employee up to the amount of R2,10 per week.

(5) *Travelling allowance.*—(a) Whenever a job is situated within an area to which the Agreement relates, and not within a radius of five kilometres, but within a radius of 13 kilometres from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of six cents for every kilometre or portion of a kilometre of the distance beyond such five kilometres radius. The allowance shall be payable for both ways daily: Provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag 'n werkgever van sodanige persoon 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 die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

7. BETALING VAN LONE, TOELAES EN OORTYD-BESOLDIGING

(1) *Algemeen.*—(a) Behoudens subklousule (2) moet lone, oortydbesoldiging en alle anders besoldiging wat verskuldig is, weekliks in kontant betaal word en wel vóór of met uitskeityd op Vrydae of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

(b) Betaling kan egter vóór Vrydag gedoen word indien die werkgever en die werknemer daartoe instem en mits die werkgever die Raad daarvan verwittig. Wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, moet betaling op die vorige Donderdag gedoen word.

(c) Werknemers moet hul lone in koeverte ontvang saam met 'n staat waarin besonderhede verstrek word oor hoe die betrokke bedrag bereken is: Met dien verstande dat besoldiging vir werk wat op 'n Sondag verrig is, afsonderlik op sodanige staat gemeld moet word.

(2) *Wagtyd.*—'n Werkgever wat by diensbeëindiging versuim om paragraaf (a) na te kom, moet sodanige werknemer alle lone, toelaes en ander toelaes tot op die tydstop waarop sodanige betaling gedoen word, betaal ten opsigte van elke werkuur of gedeelte daarvan vanaf die tyd van diensbeëindiging tot die tyd van finale betaling, wat vóór of met uitskeityd beskikbaar moet wees op die Vrydag van die week waarin sodanige werknemer se diens beëindig word: Met dien verstande dat—

(i) vir wagtyd in hierdie subklousule bedoel, daar vir hoogstens 16 uur betaal moet word;

(ii) besoldiging vir wagtyd in hierdie subklousule bedoel, nie bo en behalwe besoldiging in plaas van kennisgewing kragtens klousule 10 (2) betaalbaar is nie;

(iii) 'n werknemer wat sy diens beëindig sonder om die kennis wat in klousule 10 (1), voorgeskryf word te geege het, nie op besoldiging vir wagtyd geregtig is nie.

(3) *Aftrekkings.*—Behoudens hierdie of enige ander ooreenkoms van die Raad mag geen bedrag afgetrek word van die geld wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste vir oortyd en/of enige ander vorm van besoldiging nie, uitgesonderd enige bedrag wat 'n werkgever regens of op bevel van 'n bevoegde hof moet of mag aftrek.

(4) *Verblyftoelae.*—Wanneer 'n werkgever 'n werknemer stuur om buite sy tuisdorp of gewone woonplek te werk in 'n gebied waarop hierdie Ooreenkoms van toepassing is en daar redelik gesê kan word dat dit vir die werknemer onmoontlik is om elke dag na sy huis terug te keer, en waar daar geen geskikte slaapplek naby die werkplek verskaf word nie, moet die werkgever sodanige werknemer 'n verblyftoelae van 35c betaal ten opsigte van elke nag wat hy van die huis af deurbring: Met dien verstande dat 'n werkgever van die werknemer se loon 'n bedrag van hoogstens R2,10 per week mag aftrek ten opsigte van geld wat die werkgever aan kos en inwoning vir die werknemer betaal het.

(5) *Vervoertoelae.*—(a) Waar 'n werkplek geleë is in 'n gebied waarop hierdie Ooreenkoms betrekking het, nie binne 'n straal van vyf kilometer nie maar binne 'n straal van 13 kilometer vanaf die hoofskantoor van die dorp waarin die hoofkantoor van die werkgever geleë is, moet genoemde werkgever aan enige werknemer wat by sodanige werkplek werk, 'n toelae van ses sent betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand buite sodanige straal van vyf kilometer. Die toelae is betaalbaar vir albei rigtings daagliks: Met dien verstande dat as 'n werkgever werk onderneem in 'n dorp wat nie die dorp is waarin hy sy besigheidsplek voor die aanvang van die werk gehad het nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(b) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance as prescribed in paragraph (a). Suitable transport shall be equipped with weather-proof covering to provide employees with adequate protection from inclement weather, planned wooden seating and facilities for entering and leaving the vehicle, and shall be subject to the approval of the Council.

(c) Any time occupied by an employee proceeding to or from work shall be outside the ordinary working hours as prescribed in clause 8.

(d) An employer shall pay any employee, entitled to walking time and/or transport allowances, same weekly.

8. DAYS AND HOURS OF WORK

(1) Subject to the provisions of clause 9 no employer shall require or permit an employee, other than an employee engaged on patrolling premises and guarding property for whom wages are prescribed in clause 4 (1) (q) to work and no such employee shall work—

(a) for more than 45 hours in any one week or for more than nine hours in any one day;

(b) for more than five days from Monday to Friday in any one week;

(c) for longer than five hours without a break of at least 30 minutes: Provided that an employer may increase such break to one hour if he deems it necessary; or

(d) on Saturdays and Sundays;

(e) before 07h00 or after 17h00.

(2) An employee engaged on patrolling premises and guarding property shall not be required to work more than six days per week and before 16h30 or after 07h30. (For the purposes of this subclause "day" means a consecutive period of 24 hours reckoned from the time an employee normally commences work.)

9. OVERTIME

(1) *General.*—An employer shall not require or allow any employee to work overtime save for the first hour of overtime in excess of the hours of work described in clause 8 for which no permission shall be required. Permission to work overtime in excess of the hours stipulated above 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 local committee of the Council in the area concerned within four hours of the next working day or the time such emergency has arisen.

(2) *Payment for overtime.*—Unless otherwise stated in a certificate of exemption, an employer who requires or permits an employee to work overtime shall pay such employee—

(a) at his ordinary rate of wages plus one-fifth thereof for the first hour overtime worked per working day from Mondays to Fridays;

(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;

(d) the rates prescribed in paragraphs (b) and (c) shall apply only after an employee has completed 45 hours per week at his ordinary rate of wages: Provided that time lost with his employer's permission or covered by a sick certificate shall, for the purposes of this subclause be deemed to be time worked.

(3) *Maximum hours.*—An employee's ordinary hours of work plus overtime shall not exceed 56 hours per week.

(b) 'n Werkgewer kan geskikte vervoer in albei rigtings verskaf in plaas van die voorafgaande of vir vervoer betaal ten opsigte van genoemde afstand soos in paragraaf (a) voorgeskryf. Geskikte vervoer moet voorsien wees van 'n weerbestande bedekking om werknemers voldoende beskerming teen gure weer te verleen, gladgeskaafde houtsitplekke en fasiliteite om in die voertuig in en uit te klim, en is onderworpe aan die goedkeuring van die Raad.

(c) Alle tyd wat 'n werknemer bestee om na en van die werk te gaan, val nie binne die gewone werkure in klousule 8 voorgeskryf nie.

(d) As 'n werknemer op staptyd en/of vervoertoelae geregig is, moet die werkgewer dit weekliks betaal.

8. WERKDAE EN WERKURE

(1) Behoudens klousule 9 mag geen werkgewer van 'n werknemer, uitgesonderd 'n werknemer wat persele patroleer en eiendom bewaak, vir wie lone in klousule 4 (1) (q) voorgeskryf word, vereis of hom toelaat om soos volg te werk nie en mag geen werknemer soos volg werk nie:

(a) Meer as 45 uur in 'n bepaalde week of vir meer as nege uur op 'n bepaalde dag;

(b) meer as vyf dae vanaf Maandag tot Vrydag in enige week;

(c) langer as vyf uur sonder 'n pouse van minstens 30 minute: Met dien verstande dat 'n werkgewer dié pouse tot een uur kan verleng indien hy dit nodig ag; of

(d) op Saterdag en Sondag;

(e) voor 07h00 of na 17h00.

(2) Van 'n werknemer wat persele patroleer en eiendom bewaak, mag nie vereis word om meer as ses dae per week en voor 16h30 en na 07h30 te werk nie. (By die toepassing van hierdie subklousule beteken "dag" 'n ononderbroke tydperk van 24 uur bereken vanaf die tyd wat die werknemer gewoonlik begin werk.)

9. OORTYDWERK

(1) *Algemeen.*—'n Werkgewer mag nie van 'n werknemer verwag of hom toelaat om oortyd te werk nie, behalwe die eerste uur van oortyd, méér as die werkure voorgeskryf in klousule 8 ten opsigte waarvoor geen toestemming vereis word nie. Toestemming om oortyd te werk wat meer is as dié hierbo genoem, moet vooraf skriftelik deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, en in so 'n geval moet die werkgewer dit binne vier uur van die volgende werkdag na sodanige noodtoestand ontstaan het, aan die plaaslike komitee van die Raad in die betrokke gebied rapporteer.

(2) *Oortydbesoldiging.*—Tensy anders gemeld in 'n vrystellingsertifikaat, moet 'n werkgewer wat van 'n werknemer vereis of hom toelaat om oortyd te werk, sodanige werknemer betaal—

(a) teen sy gewone loon plus 'n bedrag gelyk aan een vyfde daarvan vir die eerste uur oortyd per dag gewerk, Maandae tot Vrydae;

(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, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Gesinsdag, en op al die ander dae wat gedek word deur die jaarlikse vakansietyd in klousule 18 voorgeskryf;

(d) die lone voorgeskryf in paragrafe (b) en (c) is slegs van toepassing nadat 'n werkgewer 45 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.

(3) *Maksimum ure.*—'n Werknemer se gewone werkure plus oortyd is hoogstens 56 per week.

(4) *Shift work*.—Permission to work shifts shall first be obtained in writing by the employer from the Council and such work shall be subject to such conditions as determined by the Council in each case: Provided however that employees employed by master masons on shopwork shall be allowed to work shifts of not more than eight hours per shift without permission being first obtained from the Council, but in every such case the Council shall be notified.

(5) *Absenteeism—public holidays*.—An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday mentioned in subclause (2) (c) shall not be entitled to payment for such day and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above.

10. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days' notice of such termination of employment to the employer or the employee, as the case may be: Provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient.

(2) An employer or employee may at any time terminate employment without notice by paying the employee or paying or forfeiting to the employer, as the case may be, two days' remuneration in lieu of such notice.

(3) 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.

11. HOLIDAY FUND

A. Operation of the Holiday Fund

(1) The operation of the Fund established under Government Notice R. 956 of 13 June 1969 and known as the Non-Artisans' Holiday Fund for the Building Industry (Transvaal) (hereinafter referred to as the "Fund") is continued hereby. The Fund shall consist of—

(a) all moneys accruing under the provisions of subclause D hereof; and

(b) any other moneys to which the Fund may become entitled.

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

(3) The moneys of the Fund shall be used for payments in accordance with the provisions of subclause F hereof.

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

(i) stock of the Government of the Republic of South Africa or local Government stock;

(ii) National Savings Certificates;

(iii) Post Office savings accounts or certificates;

(iv) savings accounts, permanent shares or fixed deposits in registered Building Societies or Banks; or

(v) in any other manner approved by the Registrar.

(b) Any interest accruing from investments made in terms of paragraph (a) hereof shall accrue to the general funds of the Council.

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

(4) *Skofwerk*.—Toestemming om skofte te werk moet vooraf skriftelik deur die werkgewer van die Raad verkry word en sodanige werk is onderworpe aan die voorwaardes deur die Raad in elke geval bepaal. Met dien verstande dat werknemers wat winkelwerk in diens van meester-klipmesselaars verrig, toegelaat word, om skofte van hoogstens agt ure per skof te werk sonder dat vooraf toestemming van die Raad verkry is, maar die Raad moet in elke sodanige geval in kennis gestel word.

(5) *Afwesigheid—openbare vakansiedae*.—'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgewer se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) om enige ander rede wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in subklousule (2) (c) genoem, is nie op besoldiging vir sodanige dag geregtig nie, en die werkgewer is geregtig om verder van die loon wat die werknemer reeds verdien het, die loon af te trek vir die betrokke getal werkdade, tot 'n maksimum van twee, waarop hy aldus afwesig was in-gevolge die omstandighede hierbo beskryf.

10. DIENSBEËINDIGING

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet minstens twee werkdade vooraf aan die werkgewer of die werknemer, na gelang van die geval kennis gee van sodanige diensbeëindiging: Met dien verstande dat dit nie die reg van 'n werkgewer of 'n werknemer raak om diens sonder kennisgewing om 'n regsgeldige rede te beëindig nie.

(2) 'n Werkgewer of werknemer kan te eniger tyd diens sonder kennisgewing beëindig deur twee dae se besoldiging in plaas van sodanige kennisgewing aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.

(3) Geen kennisgewing van diensbeëindiging is nodig nie as die betrokke werknemer twee werkdade of minder by dieselfde werkgewer gewerk het.

11. VAKANSIEFONDS

A. Geldigheidsduur van die Vakansiefonds

(1) Die geldigheidsduur van die Fonds ingestel by Goewermentskennisgewing R. 956 van 13 Junie 1969 en wat bekend staan as die Vakansiefonds vir Nie-ambagsmanne in die Bouwyerheid (Transvaal) (hierna die "Fonds" genoem), word hierby voortgesit. Die Fonds bestaan uit—

(a) alle gelde wat kragtens subklousule D hiervan oploop; en

(b) alle ander geld waarop die Fonds geregtig mag word.

(2) Alle geld wat aan die Fonds toeval, moet binne twee dae ná ontvangs daarvan in 'n afsonderlike rekening by 'n geregi-streerde bank in die krediet van die Fonds gedeponeer word;

(3) Die gelde van die Fonds moet aangewend word vir uitbetalings ooreenkomstig subklousule F hiervan.

(4) (a) Geld wat nie benodig word om aan lopende uitbetalings te voldoen nie, kan van tyd tot tyd belê word in—

(i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Poskantoorpaarrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in geregi-streerde bouverenigings of banke; of

(v) op ander maniere wat die Registrateur goedkeur;

(b) Rente gekweek op beleggings ingevolge paragraaf (a) hiervan, val aan die algemene fondse van die Raad toe.

(5) Alle betalings uit die Fonds moet geskied per tjek wat onderteken is deur die Voorsitter, Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad en mede-onderteken is deur die Sekretaris of sodanige ander plaas-vervangers van die Sekretaris as wat die Raad van tyd tot tyd bepaal.

B. Administration of the Fund

- (1) The Fund shall be administered by the Council.
- (2) The Council shall appoint a secretary who shall be known as the Secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund.
- (3) The expenses of the Fund shall be paid from the general funds of the Council.

C. Audit of the Fund

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

(a) all moneys received in terms of the provisions of this clause;

(b) expenditure incurred under all headings, during the 12 months ending 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

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

D. Holiday Fund Allowance and Holiday Fund Contributions

- (1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement or any other published agreement of the Council, every employer shall pay to the following classes of employees, the allowance prescribed hereunder in respect of every hour worked by such an employee which shall compensate him for the holiday period and public holidays prescribed in clause 18, which do not fall within the holiday period: Provided that this allowance shall not be paid in respect of overtime;

Class of employee	Hourly allowance Cents
(a) Assistant Decorator/Glazier.....	40
(b) Learner Assistant Decorator/Glazier.....	34
(c) Operative Grade I.....	34
(d) Crane driver.....	14,75
(e) 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.....	12,25
(f) Learner Operative Grade I.....	12,25
(g) Operative Grade II.....	12,25
(h) 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 in up to and including 4 500 kg.....	10,00
(i) Operative Grade III on construction work.....	7,25
(j) Operative Grade III not on construction work.....	7,25
(k) 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.....	7,25
(l) Unskilled Labourer, Area A on construction work.....	7,25
(m) Unskilled Labourer, Area A not on construction work.....	6
(n) Unskilled Labourer, Area B on construction work.....	6
(o) Unskilled Labourer, Area B not on construction work.....	6
(p) Cleaner.....	6
(q) Employee engaged on patrolling premises and guarding property.....	54,5
	per shift.

- (2) (a) Every employer shall in respect of any of the classes of employees mentioned in the Schedule hereunder who has worked for him for 16 hours or more ordinary time during a week, pay the amounts prescribed in the said Schedule into the Fund each week: Provided that—

(i) where an employee has worked for less than 16 hours; or

(ii) where an employee has previously worked during the same week for another employer for 16 hours or more;

B. Administrasie van die Fonds

- (1) Die Raad moet die Fonds administreer.
- (2) Die Raad moet 'n sekretaris wat as die Sekretaris van die Raad bekend staan, en sodanige ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds, aan stel.
- (3) Die uitgawes van die Fonds moet uit die algemene fondse van die Raad betaal word.

C. Ouditering van die Fonds

- (1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging die Raad vasstel, moet deur die Raad aangestel word en moet die rekenings van die Fonds minstens een keer per jaar ouditeer en voor of op 15 Maart in elke jaar 'n staat opstel wat die volgende toon:

(a) Alle gelde wat ingevolge hierdie klousule ontvang is;

(b) uitgawes wat onder alle hoofde aangegaan is gedurende die 12 maande wat op 31 Desember van die vorige jaar geëindig het, saam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon.

- (2) Die geouditeerde staat en balansstaat van die Fonds moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan, wat behoorlik deur die ouditeur gewaarmerk en deur die Voorsitter van die Raad mede-onderteken is, saam met 'n verslag wat die ouditeur daarvoor gedoen het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Mannekragbenutting ingedien word.

D. Vakansiefondstoelae en Vakansiefondsbydraes

- (1) Benewens besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms of enige ander gepubliseerde ooreenkoms van die Raad geregtig mag wees, moet elke werkgewer onderstaande klasse werknemers die toelae betaal wat hieronder voorgeskryf word ten opsigte van elke uur wat sodanige werknemer gewerk het, wat hom moet vergoed vir die vakansietydperk en openbare vakansiedae voorgeskryf in klousule 18, wat nie binne die vakansietydperk val nie: Met dien verstande dat hierdie toelae nie ten opsigte van oortyd betaal word nie;

Klas werknemer	Toelae per uur Sent
(a) Assistent-versierder/-beglaser.....	40
(b) Leerling Assistent-versierder/-beglaser.....	34
(c) Werksman, Graad I.....	34
(d) Kraandrywer.....	14,75
(e) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met dié van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 4 500 kg is.....	12,25
(f) Leerling Werksman, Graad I.....	12,25
(g) Werksman, Graad II.....	12,25
(h) 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.....	10,00
(i) Werksman, Graad III, op konstruksiewerk.....	7,25
(j) Werksman, Graad III, nie op konstruksiewerk nie.....	7,25
(k) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, en werknemers vir wie lone in Deel II voorgeskryf word.....	7,25
(l) Ongeskoolde arbeider, in Gebied A, op bouwerk.....	7,25
(m) Ongeskoolde arbeider, in Gebied A, nie op bouwerk nie.....	6
(n) Ongeskoolde arbeider, in Gebied B, op bouwerk.....	6
(o) Ongeskoolde arbeider, in Gebied B, nie op bouwerk nie.....	6
(p) Skoonmaker.....	6
(q) Werknemer wat persele patroleer en eiendom bewaak.....	54,5
	per skof

- (2) (a) Elke werkgewer moet ten opsigte van die klasse werknemers in die Bylae hieronder genoem, wat 16 of meer uur gewone tyd gedurende 'n week vir hom gewerk het, die bedrae wat in genoemde Bylae voorgeskryf word, elke week in die Fonds inbetaal: Met dien verstande dat—

(i) wanneer 'n werknemer minder as 16 uur gewerk het; of

(ii) wanneer 'n werknemer voorheen gedurende dieselfde week 16 uur of meer vir 'n ander werkgewer gewerk het;

no contributions shall be made in respect of such employees but the hourly Holiday Fund allowance prescribed in paragraph (1) hereof shall be paid in cash weekly to such employees in respect of the ordinary hours worked during such week—

Class of employee	Amount
	R
(aa) Assistant Decorator/Glazier.....	18,00
(ab) Learner Assistant Decorator/Glazier.....	15,30
(ac) Operative Grade I.....	15,30
(ad) Crane driver.....	6,64
(ae) 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.....	5,51
(af) Learner Operative Grade I.....	5,51
(ag) Operative Grade II.....	5,51
(ah) 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.....	4,50
(ai) Operative Grade III on construction work.....	3,26
(aj) Operative Grade III not on construction work.....	3,26
(ak) 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.....	3,26
(al) Unskilled Labourer, Area A on construction work.....	3,26
(am) Unskilled Labourer, Area A not on construction work.....	2,70
(an) Unskilled Labourer, Area B on construction work.....	2,70
(ao) Unskilled Labourer, Area B not on construction work.....	2,70
(ap) Cleaner.....	2,70
(aq) Employee engaged on patrolling premises and guarding property.....	3,27

(b) An employer shall have the right to deduct the amount prescribed in subparagraph (a) above from the remuneration of the employee in respect of whom payment has been made to the Fund in terms of the said subparagraph (a).

(c) Where an employee is employed by more than one employer during a week the provisions of subparagraphs (a) and (b) hereof shall only apply to the employer who first employed the employee for not less than 16 hours during such week.

(3) For each amount paid into the Fund by an employer in terms of paragraph (2) (a), the Secretary of the Fund shall issue a voucher to such employer.

(4) Every employer shall, in respect of each amount paid into the Fund in terms of paragraph (2) (a), issue a voucher on every pay-day to each of his employees to whom this Agreement applies.

(5) No employer shall issue more than one voucher to an employee in respect of any one week.

(6) Every employee shall accept and affix the said voucher in his contribution card: Provided that where the contribution card is kept by the employer the voucher shall be affixed in the contribution card by the employer weekly.

(7) An employee who performs two or more classes of work specified in paragraph (1), for which he receives vouchers of different denominations, shall affix all such vouchers in the same Holiday Fund Card.

(8) Every employer shall at all times maintain an adequate supply of the vouchers referred to in paragraph (3): Provided that an employer may obtain a refund from the Fund of the value of any unused vouchers. An application for such refund shall be made to the Secretary of the Fund not later than six months after the date of expiration of this Agreement.

(9) (a) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of paragraphs (2) (a) and (4) on due date shall pay interest at the rate of 15 per cent per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

(b) Where contributions for vouchers as described in paragraph (10) are being collected by means of computer assessments, every employer who fails to pay any contribution on due date, as laid down in paragraph (4), shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

geen bydraes ten opsigte van sodanige werknemers gemaak word nie, maar dat die uurtoelae ten opsigte van die Vakansiefonds wat in paragraaf (1) hiervan voorgeskryf word, weekliks in kontant aan sodanige werknemers betaal moet word ten opsigte van die gewone ure gedurende sodanige week gewerk—

Klas werknemer	Bedrag
	R
(aa) Assistent-versierder/-beglaser.....	18,00
(ab) Leerling Assistent-versierder/-beglaser.....	15,30
(ac) Werksman, Graad I.....	15,30
(ad) Kraandrywer.....	6,64
(ae) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met dié van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word, meer as 4 500 kg is.....	5,51
(af) Leerling Werksman, Graad I.....	5,51
(ag) Werksman, Graad II.....	5,51
(ah) 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.....	4,50
(ai) Werksman, Graad III, op konstruksiewerk.....	3,26
(aj) Werksman, Graad III, nie op konstruksiewerk nie.....	3,26
(ak) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, en werknemers vir lone in Deel II voorgeskryf word.....	3,26
(al) Ongeskoolde arbeider, in Gebied A, op bouwerk..	3,26
(am) Ongeskoolde arbeider, in Gebied A, nie op bouwerk nie.....	2,70
(an) Ongeskoolde arbeider, in Gebied B, op bouwerk..	2,70
(ao) Ongeskoolde arbeider, in Gebied B, nie op bouwerk nie.....	2,70
(ap) Skoonmaker.....	2,70
(aq) Werknemer wat persele patroleer en eiendom bewaak.....	3,27

(b) 'n Werkgewer het die reg om die bedrag wat in subparagraaf (a) hierbo voorgeskryf word, af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling aan die Fonds ingevolge genoemde subparagraaf (a) gedoen is.

(c) Wanneer 'n werknemer gedurende 'n week by meer as een werkgewer in diens was, is subparagrafe (a) en (b) hiervan van toepassing slegs op die werkgewer by wie die werknemer die eerste vir minstens 16 uur gedurende sodanige week in diens was.

(3) Vir elke bedrag wat 'n werkgewer ingevolge paragraaf (2) (a) in die Fonds inbetaal, moet die Sekretaris 'n bewys aan sodanige werkgewer uitreik.

(4) Elke werkgewer moet ten opsigte van elke bedrag wat ingevolge paragraaf (2) (a) in die Fonds inbetaal word, op elke betaaldag 'n bewys aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, uitreik.

(5) 'n Werkgewer mag hoogstens een bewys ten opsigte van 'n bepaalde week aan 'n werknemer uitreik.

(6) Elke werknemer moet genoemde bewys aanneem en in sy bydraekaart plak: Met dien verstande dat wanneer die werkgewer die bydraekaart hou, die werkgewer elke week die bewys in die bydraekaart moet plak.

(7) 'n Werknemer wat twee of meer klasse werk verrig wat in paragraaf (1) hiervan vermeld word en waarvoor hy bewyse van verskillende geldwaardes ontvang, moet alle sodanige kaarte in dieselfde Vakansiefondskaart plak.

(8) Elke werkgewer moet te alle tye 'n toereikende voorraad bewyse wat in paragraaf (3) gemeld word, aanhou: Met dien verstande dat 'n werkgewer 'n terugbetaling vir die waarde van ongebruikte bewyse van die Fonds kan verkry. 'n Aansoek om sodanige terugbetaling moet hoogstens ses maande nadat hierdie Ooreenkoms verstryk het by die Sekretaris van die Fonds gedoen word.

(9) (a) 'n Werkgewer wat nalaat of versuim om die bewyse wat ingevolge paragrafe (2) (a) en (4) voorgeskryf, word op die vervaldatum te koop en uit te reik, moet rente teen die koers van 15 persent per jaar op die waarde van sodanige bewyse betaal vanaf die datum waarop hulle gekoop moet geword het tot op die datum waarop hulle werklik gekoop is.

(b) Waar bydraes vir bewyse soos beskryf in paragraaf (10) ingesamel word by wyse van rekenoutomaataanslae, moet elke werkgewer wat versuim om te betaal op die geldige datum soos in paragraaf (4) bepaal, wanneer hy deur die Raad beveel word om dit te doen, 'n bedrag by die Raad deponeer gelykstaande met die bydraes van vier weke of die tydperk wat hy agterstallig is, op welke een van die twee die Raad ook al besluit.

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

E. Contribution cards and vouchers

(1) (a) Every employer who employs an employee specified in subclause D (1), shall within 20 days of such employment, obtain from the Secretary a contribution card in respect of such employee: Provided that this shall not apply in respect of an employee who is already in possession of a contribution card.

(b) Every employee for whom a contribution card has not been obtained in terms of subparagraph (a) above, shall within 20 days after receiving a voucher apply to the Secretary for a contribution card.

(2) Application forms for contribution cards shall be obtainable from the Secretary of the Fund and be in such form as may be determined by the Council from time to time. All such applications shall be made on the official form which must be properly and fully completed. No contribution cards shall be issued if any relevant information is omitted therefrom.

(3) (a) The Secretary shall issue a contribution card to each applicant and allocate a serial number to him which, together with the employee's name and identity/national identity number shall be recorded on the contribution card.

(b) The Secretary shall maintain a register of all employees in respect of whom contribution cards have been issued. The said register shall provide the following information in respect of each employee upon whom the provisions of this Agreement are binding:

- (i) Full name as reflected on reference book or identity card or identity document;
- (ii) reference book number or identity card number or identity number;
- (iii) occupation;
- (iv) number allocated by the Council.

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

(5) Every employer shall note in his records the contribution card number allocated by the Fund, in respect of all his employees upon whom the provisions of this Agreement are binding.

(6) Upon termination of employment of an employee whose contribution card is kept by his employer, such employer shall immediately hand the contribution card to such employee: Provided that the contribution card shall be returned to the Secretary within 14 days in the case of an employee who has deserted.

(7) Every employee to whom this Agreement applies shall on request of the Secretary of the Fund or his employer, produce his contribution card within seven days.

(8) Contribution cards and vouchers are not transferable and shall not be pledged, ceded or disposed of in any way other than in the manner prescribed in this clause. The Fund shall only recognise contribution cards issued by the Council and all contribution cards shall remain the property of the Council.

(9) A stamp year shall run from the first Friday in November in any one year to the last Friday in October of the to the last Friday in October shall be affixed in his contribution card for the ensuing year.

F. Payments from the Fund

(1) As early as possible after the last Friday in October, and not later than 20 November, each employee shall return his contribution card to the Secretary of the Fund in exchange for a receipt and new contribution card.

(2) Where the contribution card is kept by an employer, such employer shall submit the contribution card to the Secretary in accordance with the requirements of paragraph (1).

(3) The Secretary shall calculate the total amount of the contributions paid in terms of subclause D (2) in respect of all the vouchers affixed in the employee's contribution card, and pay such amount to the employee in accordance with the provisions of subclause A (5), on a date to be determined by the Council, and to be not later than the day prior to the commencement of the holiday period prescribed in clause 18.

(10) Die Raad kan na goeëdunke die bewys wat in paragraaf (3) gemeld word, kombineer met ander bewyse wat die Raad uitreik ten opsigte van ander fondse wat hy administreer, en die gekombineerde bewys moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

E. Bydraekaarte en bewyse

(1) (a) Elke werkgever wat 'n werknemer in subklousule D (1) gespesifiseer in diens neem, moet binne 20 dae na sodanige indiensneming 'n bydraekaarte ten opsigte van sodanige werknemer van die Sekretaris verkry: Met dien verstande dat dit nie van toepassing is ten opsigte van 'n werknemer wat reeds in besit van 'n bydraekaarte is nie.

(b) Elke werknemer vir wie geen bydraekaarte ingevolge subparagraaf (a) hierbo verkry is nie moet binne 20 dae nadat hy 'n bewys ontvang het by die Sekretaris om 'n bydraekaarte aansoek doen.

(2) Aansoekvorms om bydraekaarte moet van die Sekretaris van die Fonds verkry word en moet in sodanige vorm wees as wat die Raad van tyd tot tyd mag bepaal. Alle sodanige aansoeke moet op die amptelike vorm gedoen word en moet behoorlik en volledig ingevul word. Geen bydraekaarte word uitgereik indien enige relevante inligting weggelaat is nie.

(3) (a) Die Sekretaris moet 'n bydraekaarte aan elke applicant uitreik en 'n reeksnommer aan hom toeken wat, saam met die werknemer se naam en persoonsnommer, op die bydraekaarte aangeteken moet word.

(b) Die Sekretaris moet 'n register byhou van alle werknemers ten opsigte van wie bydraekaarte uitgereik is. Genoemde register moet onderstaande inligting ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is, verstrek:

- (i) Volle naam soos op bewysboek of persoonskaart of identiteitsdokument gemeld;
- (ii) bewysboeknommer of persoonskaartnommer of identiteitsnommer;
- (iii) beroep;
- (iv) nommer wat die Raad toegeken het.

(4) Die Raad kan na goeëdunke die bydraekaarte kombineer met enige ander bydraekaarte wat die Raad uitreik ten opsigte van ander fondse wat hy administreer, en dit moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

(5) Elke werkgever moet in sy registers die bydraekaartnommer aanteken wat die Fonds toegeken het ten opsigte van al sy werknemers vir wie hierdie Ooreenkoms bindend is.

(6) By diensbeëindiging van 'n werknemer wie se bydraekaarte deur sy werkgever gehou word, moet sodanige werkgever onmiddellik die bydraekaarte aan sodanige werknemer oorhandig: Met dien verstande dat die bydraekaarte binne 14 dae aan die Sekretaris teruggestuur moet word in die geval van 'n werknemer wat gedros het.

(7) Elke werknemer op wie hierdie Ooreenkoms van toepassing is, moet op versoek van die Sekretaris van die Fonds of sy werkgever sy bydraekaarte binne sewe dae voorlê.

(8) Bydraekaarte en bewyse is nie oordraagbaar nie en mag nie verpand, gesedeer of daarvoor beskik word op enige ander wyse as die wat in hierdie klousule voorgeskryf word nie. Die Fonds erken slegs bydraekaarte wat die Raad uitreik en alle bydraekaarte bly die eiendom van die Raad.

(9) 'n Seëljaar strek van die eerste Vrydag in November in 'n bepaalde jaar tot die laaste Vrydag in Oktober van die volgende jaar. Alle seëls wat 'n werknemer ná die laaste Vrydag in Oktober ontvang, moet vir die daaropvolgende jaar in sy bydraekaarte geplak word.

F. Betalings uit die Fonds

(1) So spoedig moontlik ná die laaste Vrydag in Oktober maar voor of op 20 November, moet elke werknemer sy bydraekaarte aan die Sekretaris van die Fonds terugbesorg in ruil vir 'n kwitansie en nuwe bydraekaarte.

(2) Wanneer 'n werkgever die bydraekaarte hou, moet sodanige werkgever die bydraekaarte ooreenkomstig paragraaf (1) aan die Sekretaris voorlê.

(3) Die Sekretaris moet die totale bedrag van die bydraes wat betaal is, bereken ingevolge subklousule D (2) ten opsigte van al die bewyse wat in die werknemer se bydraekaarte geplak is en moet sodanige bedrag aan die werknemer betaal ooreenkomstig subklousule A (5), op 'n datum wat die Raad moet bepaal en vóór of op die dag vóór die begin van die vakansietydperk wat in klousule 18 voorgeskryf word.

(4) Notwithstanding the provisions of paragraph (1) the Council shall have the right, where special circumstances exist, to authorise payment at an earlier date.

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

(6) In the event of death of an employee and upon production of his contribution card and a certified copy of the death certificate to the Secretary, the amount due from the Fund in respect of all vouchers issued to the deceased shall be paid to his estate.

(7) No payment shall be made from the Fund in respect of vouchers issued in terms of subclause D (4) unless such vouchers are affixed in the contribution card in accordance with subclause D (6).

(8) No payment shall be made from the Fund in respect of vouchers which have erasures or have been destroyed, mutilated or in any way tampered with: Provided that the Council shall have the right to authorise payment in its discretion.

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

(10) If an employee should fail or omit to claim the value of vouchers issued to him within a period of 12 months from the date on which the holiday period terminates, the value thereof shall be transferred to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after 12 months upon production of such vouchers.

(11) No employee shall be entitled to payment in respect of more than 49 vouchers in any stamp year.

(12) Any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows, lends and/or in any manner otherwise than in accordance with the procedure laid down in this Agreement, acquires and/or alienates voucher(s), shall forfeit such voucher(s) to the Council. The Council shall seize all such voucher(s), and any value or benefit attached thereto shall forthwith be forfeited to the Council. The value of vouchers so seized by the Council shall accrue to the general funds of the Council.

G. Expiry of the Agreement

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

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

(2) (a) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure the equality of employer and employee representatives on the Council.

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

(c) Upon the expiry of this Agreement, subject to the provisions of paragraphs (1) and (2) hereof, the Fund shall be liquidated in terms of subclause H of this clause by the Council or the trustee or trustees appointed by the Registrar.

(4) Ondanks paragraaf (1), het die Raad die reg om, waar spesiale omstandighede bestaan, betaling op 'n vroeër datum te magtig.

(5) Bydraekaarte wat ná 20 November ingelewer word, moet tot ná die jaarlikse vakansietydperk vir betaling teruggehou word: Met dien verstande dat die Raad die reg het om betaling na goeëddunke en op sodanige voorwaardes as wat hy nodig ag, te magtig.

(6) Ingeval van die dood van 'n werknemer en met die voorlegging van sy bydraekaarte en 'n gewaarmerkte afskrif van die doodsertifikaat aan die Sekretaris, moet die bedrag wat verskuldig is uit die Fonds ten opsigte van alle bewyse wat aan die afgestorwe werknemer uitgereik is, aan sy boedel betaal word.

(7) Geen betaling mag uit die Fonds gedoen word ten opsigte van bewyse wat ingevolge subklousule D (4) uitgereik is nie, tensy sodanige bewyse ooreenkomstig subklousule D (6) in die bydraekaarte geplaak is.

(8) Geen betaling mag uit die Fonds gedoen word ten opsigte van bewyse waarop uitwissings voorkom of wat vernietig, beskadig of waarmee op enige manier geknoei is nie: Met dien verstande dat die Raad die reg het om betaling na goeëddunke te magtig.

(9) Geen betaling mag uit die Fonds gedoen word nie ten opsigte van bewyse aan enigen, uitgesonderd die werknemer wie se naam die Raad ingevul het op die bydraekaarte wat sodanige bewyse bevat.

(10) As 'n werknemer nalaat of versuim om die waarde van die bewyse wat aan hom uitgereik is, te eis binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk eindig, word die waarde daarvan aan die algemene fondse van die Raad verbeur. Die Raad moet egter alle eise om betaling wat ná 12 maande met die voorlegging van sodanige bewyse ingedien word, oorweeg.

(11) 'n Werknemer is geregtig op betaling ten opsigte van hoogstens 49 bewyse in 'n bepaalde seëljaar.

(12) 'n Werkgever en/of werknemer wat bewyse afstaan, oordra, sedgeer, verpand, verhipoteker, leen en/of uitleen, en bewyse of 'n bewys op enige ander manier as ooreenkomstig die prosedure in hierdie Ooreenkoms uiteengesit, verkry en/of vervreem, verbeur sodanige bewys(e) aan die Raad. Die Raad moet op alle sodanige bewyse beslag lê, en enige waarde of voordeel daaraan verbonde, word onmiddellik aan die Raad verbeur. Die waarde van bewyse waarop aldus deur die Raad beslag gelê word, val aan die algemene fondse van die Raad toe.

G. Verstryking van die Ooreenkoms

(1) (a) Met die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en indien geen latere ooreenkoms gesluit word ten einde die werksaamhede van die Fonds voort te sit nie, moet die Raad voortgaan om die Fonds te administreer, en indien 'n latere ooreenkoms nie binne 'n tydperk van twee jaar nadat hierdie Ooreenkoms of 'n verlenging daarvan verstryk het gesluit word nie, moet die Raad die Fonds ingevolge subklousule H likwideer.

(b) Indien die Raad nie in staat is om die Fonds ingevolge hierdie subklousule te administreer en/of te likwideer nie en/of nie in staat is nie of onwillig is om sy werksaamhede te verrig, of 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds volgens die Registrateur se mening onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die werksaamhede van die Raad vir sodanige doeleindes te verrig.

(2) (a) Indien die Raad ontbind word of indien dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Raad wat op daardie tydstip bestaan, voortgaan om die Fonds te administreer. Indien 'n vakature in die Raad ontstaan, kan die Registrateur dit uit die geledere van die werkgewers of werknemers vul, na gelang van die geval, ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Raad te verseker.

(b) Indien die Raad wat op 'n bepaalde tydstip bestaan, nie in staat is nie of onwillig is om sy werksaamhede te verrig of indien 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds volgens die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die werksaamhede van die Raad te verrig, en sodanige trustee of trustees besit al die bevoegdhede van die Raad vir sodanige doeleindes.

(c) Wanneer hierdie Ooreenkoms verstryk, moet die Raad of die trustee of trustees wat die Registrateur aangestel het, die Fonds ingevolge subklousule H van hierdie klousule likwideer, behoudens paragrafe (1) en (2) hiervan.

H. Liquidation of the Fund

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

(2) If upon the expiry of the said period of 12 months the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as follows:

(a) Two-fifths to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;

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

(c) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

12. PENSION OR LIKE FUND

(1) Every employer shall in respect of every employee of any of the classes of employees mentioned hereunder who have worked for him for 16 or more hours during a week (excluding overtime) pay to the Council in accordance with the procedure prescribed in subclause (5), the amounts prescribed hereunder:

Employees for whom wages are prescribed in—

	R
(a) clause 4 (1) (a).....	17,20
(b) clause 4 (1) (b) and (c).....	14,00
(c) clause 4 (1) (d).....	7,80
(d) clause 4 (1) (e), (f) and (g).....	6,40
(e) clause 4 (1) (h).....	5,20
(f) clause 4 (1) (i), (j), (k), (l) and (q).....	4,00
(g) clause 4 (1) (m), (n), (o) and (p).....	3,20

(2) In addition to any other remuneration to which an employee may be entitled, every employer shall, subject to subclause (3), 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:

Employees for whom wages are prescribed in—

	Cents
(a) clause 4 (1) (a).....	43
(b) clause 4 (1) (b) and (c).....	35
(c) clause 4 (1) (d).....	19,5
(d) clause 4 (1) (e), (f) and (g).....	16
(e) clause 4 (1) (h).....	13
(f) clause 4 (1) (i), (j), (k), (l) and (q).....	10
(g) clause 4 (1) (m), (n), (o) and (p).....	8

(3) An employer shall be entitled to deduct from the remuneration of an employee the contribution made in respect of the latter in terms of subclause (1): Provided that where an employee is employed by two or more employers during the same week the deduction shall be made by the employer by whom he was first employed during that week for 16 or more ordinary working hours.

(4) (a) The amounts paid by employers in terms of subclause (1) shall be applied for a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a) the Council shall be entitled to enter into an agreement or agreements or to continue an existing agreement or agreements with the Federated Employers' Insurance Company Limited.

Copies of all rules relating to such funds shall be lodged with the Secretary for Manpower Utilization with whom copies of all alterations or amendments thereto shall also from time to time be lodged.

(5) (a) For each amount paid to the Council in terms of subclause (1), the Secretary shall issue a voucher to such employer.

(b) Every employer shall on every pay-day issue such voucher to each of his employees in respect of whom payment has been made in terms of subclause (1).

(6) Every employee shall immediately affix such voucher issued to him by his employer in his contribution card, which shall be retained by him.

H. Likwidasie van die Fonds

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

(2) Indien die sake van die Raad reeds afgehandel en sy bates verdeel is nadat genoemde tydperk van 12 maande verstryk het, moet die balans van die Fonds soos volg verdeel word:

(a) Twee vyfdes aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie ten tye van likwidasie;

(b) twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, wat onder sodanige vakverenigings verdeel moet word in verhouding tot die volwaardige lede van elke vakvereniging ten tye van likwidasie; die uitdrukking "lidmaatskap" word beperk tot daardie lede wat deur hierdie Ooreenkoms gedek is;

(c) oor een vyfde moet ingevolge artikel 34 (4) (c) van die Wet beskik word.

12. PENSIOEN- OF SOORTGELYKE FONDS

(1) Elke werkgewer moet ten opsigte van elke werknemer van enige van die klasse werknemers hieronder genoem, wat gedurende 'n week 16 of meer uur (uitgesonderd oortydwerk) in sy diens was, die bedrae hieronder voorgeskryf aan die Raad betaal ooreenkomstig die prosedure in subklousule (5) voorgeskryf:

Werknemers vir wie lone voorgeskryf word in—

	R
(a) klousule 4 (1) (a).....	17,20
(b) klousule 4 (1) (b) en (c).....	14,00
(c) klousule 4 (1) (d).....	7,80
(d) klousule 4 (1) (e), (f) en (g).....	6,40
(e) klousule 4 (1) (h).....	5,20
(f) klousule 4 (1) (i), (j), (k), (l) en (q).....	4,00
(g) klousule 4 (1) (m), (n), (o) en (p).....	3,20

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

Werknemers vir wie lone voorgeskryf word in—

	Sent
(a) klousule 4 (1) (a).....	43
(b) klousule 4 (1) (b) en (c).....	35
(c) klousule 4 (1) (d).....	19,5
(d) klousule 4 (1) (e), (f) en (g).....	16
(e) klousule 4 (1) (h).....	13
(f) klousule 4 (1) (i), (j), (k), (l) en (q).....	10
(g) klousule 4 (1) (m), (n), (o) en (p).....	8

(3) 'n Werkgewer is daarop geregtig om van die besoldiging van 'n werknemer die bydrae af te trek wat hy ingevolge subklousule (1) ten opsigte van laasgenoemde gemaak het: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, die aftrekking gemaak moet word deur dié werkgewer by wie hy die eerste gedurende dié week 16 of meer gewone werkeure in diens was.

(4) (a) Die bedrae deur werkgewers kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir werknemers vir wie bydraes gemaak word.

(b) Ten einde die oogmerke van paragraaf (a) te implementeer, is die Raad daarop geregtig om 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit met die Federated Employers' Insurance Company Limited.

Eksemplare van alle reëls betreffende sodanige fondse moet voorgelê word aan die Sekretaris van Mannekragbenutting by wie kopieë van alle wysigings of veranderings daaraan ook van tyd tot tyd ingedien moet word.

(5) (a) Vir elke bedrag wat aan die Raad kragtens subklousule (1) betaal word, moet die Sekretaris 'n bewys aan sodanige werkgewer uitreik.

(b) Elke werkgewer moet op elke betaaldag sodanige bewys aan elkeen van sy werknemers uitreik ten opsigte van wie betaling kragtens subklousule (1) gedoen is.

(6) Elke werknemer moet sodanige bewys wat deur sy werkgewer aan hom uitgereik is, onmiddellik in sy bydrae-kaart plak, wat deur hom gehou moet word.

(7) An adequate supply of the vouchers referred to in subclause (5) shall at all times be maintained by all employers: Provided that an employer may obtain a refund from the Council of the value of any unused vouchers. Applications for such refunds shall be made to the Secretary not later than three months after the date of termination of the stamp year.

(8) Every employee shall apply to the Secretary for a contribution card within 20 days of accepting employment in the Industry and every employer upon whom the provisions of this clause are binding shall ensure that such employee is in possession of a contribution card within 20 days of the date of commencement of his employment.

(9) The contribution card and vouchers referred to in this clause shall be in such form as may be determined by the Council from time to time.

(10) (a) Vouchers issued in terms of this clause shall not be transferable and no employer shall issue vouchers obtained in any manner otherwise than in accordance with the provisions of this clause to his employees.

(b) Any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows, lends and/or in any manner otherwise than in accordance with the procedure laid down in this Agreement, acquires and/or alienates voucher(s), shall forfeit such voucher(s) to the Council. The Council shall seize any such voucher(s) and any value or benefit attached thereto shall forthwith be forfeited to the Council. The value of vouchers so seized by the Council shall accrue to the general funds of the Council.

(11) The Council may at its discretion combine the voucher and contribution card referred to in this clause with any other vouchers or contribution cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

(12) (a) An employer who fails to purchase any voucher required in terms of this clause on due date shall be required to pay interest at the rate of 15 per cent per annum on the amount of such voucher from the day on which it should have been purchased to the date on which it is actually purchased.

(b) Where contributions for vouchers as described in subclause (11) hereof are being collected by means of computer assessments, every employer who fails to pay any contributions on due date as laid down in subclause (5) (b) shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

12A. NON-ARTISAN SICK PAY FUND FOR THE BUILDING INDUSTRY (TRANSVAAL)

(1) *Operation of the Fund.*—The operation of the Fund established under Government Notice R. 3971 of 19 December 1969, and known as the "Non-Artisan Sick Pay Fund for the Building Industry (Transvaal)" and hereinafter referred to as the "Fund", is continued hereby.

(2) *Contributions.*—(a) Every employer shall in respect of every employee for whom wages are prescribed in clause 4, employed by him for 16 or more hours ordinary time during a week, pay to the Council in accordance with the procedure prescribed in paragraphs (b) and (c) hereof the amounts prescribed below per week:

Employees for whom wages are prescribed—

	Cents
(i) clause 4 (1) (a).....	36
(ii) clause 4 (1) (b) and (c).....	30
(iii) clause 4 (1) (d) to (q).....	10

Provided that where an employee is employed by two or more employers during the same week the contribution shall be made by the employer by whom he was first employed during that week for not less than 16 hours ordinary time.

(b) (i) In addition to any other remuneration to which an employee may be entitled, every employer shall pay weekly to every employee employed by him the allowances prescribed hereunder:

Employees for whom wages are prescribed in—

	Cents
(aa) clause 4 (1) (a).....	0,9
(bb) clause 4 (1) (b) and (c).....	0,75
(cc) clause 4 (1) (d) to (p).....	0,25

in respect of every hour ordinary time worked: Provided that the said allowance shall be paid for not more than 40 hours in any one week.

(7) 'n Voldoende voorraad bewyse in subklousule (5) bedoel, moet te alle tye by alle werkgewers beskikbaar wees: Met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan verkry vir die waarde van enige ongebruikte bewyse. Aansoeke om sodanige terugbetalings moet by die Sekretaris ingedien word nie later nie as drie maande na die beëindiging van die seëljaar.

(8) Elke werknemer moet by die Sekretaris aansoek om 'n bydraekaart doen binne 20 dae nadat hy diens in die Nywerheid aanvaar het en elke werkgewer vir wie die bepaling van hierdie klousule bindend is, moet seker maak dat sodanige werknemer in besit is van 'n bydraekaart binne 20 dae vanaf die aanvang van sy diens.

(9) Die bydraekaart en bewyse in hierdie klousule bedoel, moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

(10) (a) Bewyse uitgereik kragtens hierdie klousule is nie oordraagbaar nie en geen werkgewer mag bewyse wat op enige ander wyse verkry is as dié ooreenkomstig die bepaling van hierdie klousule aan sy werknemers uitreik nie.

(b) Enige werkgewer en/of werknemer wat bewyse afstaan, oordra, sedeer, verpand, verhipotekeer, leen, uitleen en/of op enige ander manier as dié ooreenkomstig die prosedure in hierdie Ooreenkoms uiteengesit, verkry en/of vervreem, verbeur sodanige bewys(e) aan die Raad. Die Raad moet op enige sodanige bewys(e) beslag lê, en enige waarde of voordeel daaraan verbonde word onmiddellik aan die Raad verbeur. Die waarde van bewyse waarop aldus deur die Raad beslag gelê word, val aan die algemene fondse van die Raad toe.

(11) Die Raad kan na goëddunke die bewys en bydraekaart in hierdie klousule bedoel, kombineer met enige ander bewyse of bydraekaarte wat reeds deur die Raad uitgereik is ten opsigte van enige ander fonds wat deur hom geadmistreer word, en dié moet in die vorm wees wat deur die Raad van tyd tot tyd bepaal word.

(12) (a) Van 'n werkgewer wat versuim om enige bewys te koop wat kragtens hierdie klousule op die bepaalde datum vereis word, word vereis om rente te betaal teen die koers van 15 persent per jaar op die bedrag van sodanige bewys vanaf die datum waarop dit gekoop moes gewees het tot die datum waarop dit werklik gekoop is.

(b) Waar bydraes vir bewyse soos in subklousule (11) hiervan beskryf, ingesamel word by wyse van rekenoutomaat-aanslae, moet elke werkgewer wat versuim om enige bydrae te betaal op die geldige datum soos in subklousule (5) (b) bepaal wanneer hy deur die Raad versoek word om dit te doen, 'n bedrag gelyk aan die bedrag van die bydraes vir vier weke of vir die tydperk wat hy agterstallig is, na gelang van wat die Raad besluit, by die Raad deponeer.

12A. SIEKEFONDS VIR NIE-AMBAGSMANNE IN DIE BOUNYWERHEID (TRANSVAAL)

(1) *Geldigheidsduur van die Fonds.*—Die geldigheidsduur van die Fonds ingestel by Goewermentskennisgewing R. 3971 van 19 Desember 1969 en wat bekend staan as die "Siekefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal)", hierna die "Fonds" genoem, word hierby voortgesit.

(2) *Bydraes.*—(a) Elke werkgewer moet ten opsigte van elke werknemer vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week vir 16 of meer uur gewone tyd in sy diens was, die volgende bedrae per week aan die Raad betaal ooreenkomstig die prosedure voorgeskryf in paragrawe (b) en (c) van hierdie subklousule:

Werknemers vir wie lone voorgeskryf word in—

	Sent
(i) klousule 4 (1) (a).....	36
(ii) klousule 4 (1) (b) en (c).....	30
(iii) klousule 4 (1) (d)–(q).....	10

Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die bydrae betaal moet word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur gewone tyd in diens was.

(b) (i) Benewens ander besoldiging waarop die werknemer geregtig is, moet elke werkgewer aan elke werknemer wat by hom in diens is, die volgende weeklikse toelaes betaal:

Werknemers vir wie lone voorgeskryf word in—

	Sent
(aa) klousule 4 (1) (a).....	0,9
(bb) klousule 4 (1) (b) en (c).....	0,75
(cc) klousule 4 (1) (d)–(p).....	0,25

ten opsigte van elke uur gewone tyd gewerk: Met dien verstande dat genoemde toelae vir hoogstens 40 uur in 'n week betaal moet word.

(ii) An employer shall be entitled to deduct from the remuneration of an employee the contribution made in terms of paragraph (a): Provided that where an employee is employed by two or more employers during the same week the deduction shall be made by the employer by whom he was first employed during that week for 16 or more ordinary working hours.

(c) The contributions shall be paid to the Council in accordance with the procedure prescribed in clause 12 (5).

(d) The provisions of clause 12 (6) to 12 (12) (inclusive) of this Agreement shall also be observed in respect of this clause.

(3) *Administration of the Fund.*—(a) The Fund shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisations.

(b) (i) The Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules and alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

(c) The Committee may refuse and/or withhold any or all benefits from any member who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(e) The members of the Management Committee, the Secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(f) All moneys accruing to the Fund shall be deposited in a bank to the credit of the Fund within two days after receipt thereof.

(g) The moneys of the Fund shall be applied to the payment of benefits as prescribed in this clause and to payment of any expenditure incurred in connection with the administration of the Fund.

(h) Any moneys belonging to the Fund may be invested from time to time in Government securities, National Savings Certificates, Post Office savings accounts or certificates, or on fixed deposit, or on call with banks or registered building societies, or in any other manner approved by the Registrar, and any interest accruing from such investments shall accrue to the Fund and may be used for the purpose of meeting expenses of the Fund.

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

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

(i) all moneys received in terms of the provisions of this clause;

(ii) expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(b) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Secretary for Manpower Utilisation within three months of the close of the period covered by such statement and balance sheet.

(ii) 'n Werkgewer is daarop geregtig om die bydrae wat ingevolge paragraaf (a) betaal is, van die besoldiging van 'n werknemer af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, die aftrekking gemaak moet word deur die werkgever by wie hy die eerste gedurende daardie week 16 of meer gewone uur in diens was.

(c) Die bydraes moet ooreenkomstig die prosedure in klousule 12 (5) voorgeskryf, aan die Raad betaal word.

(d) Klousule 12 (6) tot en met 12 (12) van hierdie Ooreenkoms moet ook ten opsigte van hierdie klousule nagekom word.

(3) *Administrasie van die Fonds.*—(a) Die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit een verteenwoordiger van elkeen van die Vakverenigings wat in die Raad verteenwoordig is, tesame met 'n gelyke getal verteenwoordigers van die werkgeversorganisasies.

(b) (i) Die Fonds word geadminestreer ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf is.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel en bestaande reëls wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting ingedien word.

(c) Die Komitee kan weier om enige of al die voordele te betaal aan en/of dit weerhou van 'n lid wat na sy mening op 'n wyse optree het wat daarop bereken is om die belange van die Fonds of sy lede te benadeel of dit na redelike waarskynlikheid kan benadeel: Met dien verstande dat sodanige lid die geleentheid gegee moet word om teen die beslissing van die Komitee na die Raad te appelleer, wie se beslissing finaal is.

(d) 'n Geskil betreffende die uitleg, betekenis of bedoeling van 'n bepaling van hierdie klousule of betreffende die administrasie van die Fonds wat die Bestuurskomitee nie kan besleg nie, moet vir beslissing na die Raad verwys word.

(e) Die lede van die Bestuurskomitee, die Sekretaris, beambtes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in die loop van die bona fide-verrigting van hul pligte.

(f) Alle gelde wat aan die Fonds toeval, moet binne twee dae nadat dit ontvang is, in 'n bank in die krediet van die Fonds gedeponeer word.

(g) Die geld van die Fonds moet gebruik word vir die uitbetaling van voordele soos in hierdie klousule voorgeskryf, en vir die betaling van onkoste wat in verband met die administrasie van die Fonds aangegaan is.

(h) Alle geld wat aan die Fonds behoort, kan van tyd tot tyd belê word in staatseffekte, Nasionale Spaarsertifikate, Posspaarbankrekenings of -sertifikate, of in vaste depositorekenings, of ter opvraging by banke of geregistreerde bouverenigings, of op 'n ander wyse deur die Registrateur goedgekeur, en alle rente wat sodanige beleggings oplewer, val aan die Fonds toe en kan aangewend word ter bestryding van die onkoste van die Fonds.

(i) Alle uitbetalings uit die Fonds moet per tjek gedoen word wat onderteken moet word deur die Voorsitter of die Ondervoorsitter van die Raad of sodanige ander lede van die Raad soos die Raad van tyd tot tyd besluit, en moet deur die Sekretaris mede-onderteken word.

(4) *Ouditering van die Fonds.*—(a) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet die boeke van die Fonds minstens een keer per jaar auditeer en voor of op 15 Maart elke jaar 'n staat opstel wat die volgende toon:

(i) Alle geld wat ooreenkomstig hierdie klousule ontvang is;

(ii) alle uitgawes onder alle hoofde aangegaan in die loop van die 12 maande geëindig 31 Desember van die vorige jaar, tesame met 'n balansstaat wat die bate en laste van die Fonds op daardie datum toon.

(b) Die geauditeerde staat en die balansstaat van die Fonds moet daarna in die kantoor van die Raad ter insae lê, en afskrifte daarvan, behoorlik deur die ouditeur gesertifiseer en deur die Voorsitter van die Raad mede-onderteken, tesame met die ouditeur se verslag daaroor, moet binne drie maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Mannekragbenutting ingedien word.

(5) *Payments from the Fund.*—(a) An employee who by reason of sickness or accident is unable to follow his employment and who qualifies for benefits in terms of this subclause shall be entitled to sick pay in accordance with the following provisions:

(i) In a cycle of one year from the date on which he becomes unable to work, for a period or periods not exceeding 65 working days in total—

in the case of an employee for whom wages are prescribed in:

	Up to 31/10/80	There- after
	R	R
(aa) clause 4 (1) (a).....	5	6
(bb) clause 4 (1) (b) and (c).....	4	5
(cc) clause 4 (1) (d), (e) and (g).....	3,50	4
(dd) clause 4 (1) (f), (h) and (i).....	3	3,50
(ee) clause 4 (1) (j), (k) (l) and (q).....	2,50	3
(ff) clause 4 (1) (m), (n), (o) and (p).....	2	2,50

per working day in each case.

(ii) The Management Committee may at any time when an employee is found to be fit to resume his employment or permanently disabled from following his employment, terminate the sick pay to such employee. Such employee shall cease to be entitled to sick pay from a date to be fixed by the Management Committee and shall be advised of such date, in writing, by the Secretary.

(iii) (aa) An employee shall only be entitled to sick pay if the period of his absence from work due to sickness or accident is for a period of not less than four consecutive working days.

(ab) Should the period of absence due to sickness or accident be for four consecutive working days or more, sick pay will commence from the first day from which he is unable to follow his employment.

(iv) An employee who is receiving sick pay in terms of this subclause, shall during the annual holiday period prescribed in terms of clause 18 of this Agreement or any superseding Agreement, continue to receive sick pay at the prescribed rate, provided his holiday pay, due to illness or accident, is less than half the holiday pay he would have received had he worked the full year:

(v) Notwithstanding anything to the contrary contained in this clause, an employee shall not be entitled to sick pay—

(aa) if he is absent from work due to an accident which is compensable under the Workmen's Compensation Act, 1941;

(bb) if he is suffering from alcoholism, drug addiction or its sequelae or is incapacitated through sickness due to his own negligence or misconduct;

(cc) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own actions aggravated his condition or retarded his recovery.

(b) The Fund shall from its general funds continue to pay on behalf of such employee in respect of the period for which sick payment is made, the contributions prescribed in clause 12 (1):

(c) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Council may require.

(d) To qualify for the benefits provided for in this subclause the employer of an employee claiming benefits must have made contributions in respect of such employee for at least 13 consecutive weeks immediately prior to the commencement of the period in respect of which the employee applies for benefits.

(e) If at any time the amount to the credit of the Fund drops below R50 000, payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

(f) Benefits granted to employees in terms of this clause shall be based on the information supplied by the applicant. The applicant shall be held responsible for the total amount of any benefits paid in consequence of false information having been furnished and the Fund shall be entitled to recover any amounts so paid.

(5) *Uitbetalings uit die Fonds.*—(a) 'n Werknemer wat weens siekte of 'n ongeluk nie sy werk kan verrig nie en wat ingevolge hierdie subklousule vir voordele in aanmerking kom, is op siekegeld geregtig ooreenkomstig die volgende bepalings:

(i) In 'n siklus van een jaar vanaf die datum waarop hy vir werk ongeskik raak, vir 'n tydperk of tydperke van hoogstens 65 werkdae altesaam—

in die geval van 'n werknemer vir wie lone voorgeskryf word in—

	Tot 31/10/80	Daarna
	R	R
(aa) klousule 4 (1) (a).....	5	6
(bb) klousule 4 (1) (b) en (c).....	4	5
(cc) klousule 4 (1) (d), (e) en (g).....	3,50	4
(dd) klousule 4 (1) (f), (h) en (i).....	3	3,50
(ee) klousule 4 (1) (j), (k), (l) en (q).....	2,50	3
(ff) klousule 4 (1) (m), (n), (o) en (p).....	2	2,50

per werkdag in elke geval.

(ii) Die Bestuurskomitee kan te eniger tyd indien bevind word dat 'n werknemer geskik is om sy werk te hervat of permanent ongeskik is vir diensverrigting, die siekegeld aan sodanige werknemer beëindig. Sodanige werknemer is vanaf 'n datum wat die Bestuurskomitee bepaal nie meer op siekegeld geregtig nie, en die Sekretaris moet hom skriftelik van sodanige datum in kennis stel.

(iii) (aa) 'n Werknemer is slegs op siekegeld geregtig indien hy minstens vier agtereenvolgende werkdae weens siekte of 'n ongeluk van die werk afwesig is.

(ab) Indien die tydperk van afwesigheid weens siekte of 'n ongeluk vier agtereenvolgende werkdae of langer is, ontvang hy siekegeld vanaf die eerste dag waarop hy ongeskik is om sy werk te verrig.

(iv) 'n Werknemer wat ingevolge hierdie subklousule siekegeld ontvang, moet gedurende die jaarlikse vakansie-tydperk voorgeskryf ingevolge klousule 18 van hierdie Ooreenkoms of 'n ooreenkoms wat dit vervang, siekegeld teen die voorgeskrewe skaal bly ontvang mits sy vakansiebetaling weens siekte of 'n ongeluk minder as die helfte van die vakansiebetaling is wat hy sou ontvang het indien hy die volle jaar sou gewerk het.

(v) Ondanks andersluidende bepalings in hierdie klousule, is 'n werknemer in ondergenoemde gevalle nie op siekegeld geregtig nie:

(aa) Indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor skadeloosstelling ooreenkomstig die Ongevallewet, 1941, betaalbaar is;

(bb) indien hy aan alkoholisme, verslaafdheid aan dwelm-middels of die gevolge daarvan ly of ongeskik vir werk is weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

(cc) indien hy versuim of weier om die opdragte van 'n dokter na te kom of indien die dokter meen dat hy deur sy eie optrede sy toestand vererger of sy herstel vertraag het.

(b) Die Fonds moet die bydraes voorgeskryf in klousule 12 (1) uit sy algemene fondse bly betaal namens sodanige werknemer ten opsigte van die tydperk waarvoor siekegeld betaal word.

(c) Geen betaling word kragtens hierdie klousule gedoen indien die applikant versuim om dié tersaaklike inligting aan die Bestuurskomitee te verstrek wat die Raad vereis nie.

(d) Ten einde in aanmerking te kom vir die voordele in hierdie subklousule bepaal, moet die werkgelwer van 'n werknemer wat voordele eis, bydraes betaal het vir minstens 13 agtereenvolgende weke wat die aanvang van die tydperk ten opsigte waarvan die werknemer om voordele aansoek doen, onmiddellik voorafgegaan het.

(e) Indien die bedrag wat in die krediet van die Fonds staan, te eniger tyd onderkant die R50 000-merk sou daal, moet uitbetalings opgeskort word en nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

(f) Voordele wat ingevolge hierdie klousule aan werknemers toegestaan word, word gegrond op die inligting wat deur die applikant verstrek word. Die applikant word aanspreeklik gehou vir die totale bedrag van enige voordele wat betaal is op grond van valse inligting wat verstrek is, en die Fonds het die reg om alle bedrae aldus betaal op hom te verhaal.

(g) Benefits awarded or granted in terms of this clause shall be conditional upon the member advising the Fund forthwith of any changes in the circumstances detailed in the original application form in order to ensure that the amount of the benefits can be properly reviewed or timeously withdrawn, as the case may be. The Fund shall be empowered to recover benefits paid in ignorance of any change in the financial circumstances or working ability of the applicant.

(6) *Administration by trustees.*—In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from either employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee, being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the Committee for such purpose. Upon expiry of this Agreement after the dissolution of the Council, or its ceasing to function, the Fund shall be liquidated by the Committee functioning in terms of this subclause, or by the trustee or the trustees, as the case may be, in the manner set forth in subclause (7) of this clause, and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in subclause (7) of this clause.

(7) *Liquidation.*—Upon liquidation of the Fund and after all creditors, administration, and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

(a) Two-fifths to the employers' organisations represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of paid-up members belonging to each such organisation as at the date of liquidation;

(b) two-fifths to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the membership of each such union as at the date of liquidation, the expression "membership" being limited to those members who were covered by this Agreement;

(c) one-fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

13. LATRINES

(1) The main contractor shall be responsible to ensure that proper sanitary accommodation is provided on all contract sites and working premises for Whites and Non-Whites separately, marked on the outside of the door in painted or stencilled letters of at least 5 cm high, to indicate the race for the use of which they are intended. Wherever sewerage points exist, latrines must be connected thereto before the job is started; in other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness and hygiene. The provisions regarding sewerage points shall not apply in the municipal area of Pretoria, where the by-laws in regard to temporary latrines must be observed.

(g) Voordele wat kragtens hierdie klousule toegeken of toegestaan word, is onderworpe aan die voorwaarde dat die lid die Fonds onmiddellik in kennis stel van veranderings in die omstandighede soos op die oorspronklike aansoekvorm uiteengesit, ten einde te verseker dat die bedrag van die voordele behoorlik in hersiening geneem of vroegetydig ingetrek kan word, na gelang van die geval. Die Fonds het die nodige magtiging om voordele te verhaal wat uitbetaal is onderwyl die Fonds onbewus was van 'n verandering in die geldelike omstandighede of werkvermoë van die applikant.

(6) *Administrasie deur trustees.*—Ingeval hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede beëindig word, moet die Fonds verder deur die Raad geadminestreer word tot tyd en wyl dit of gelikwider of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die oorspronklike Fonds gestig is.

Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet nog bindend is, kan die Registrateur 'n Komitee uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante aanstel, en die Fonds moet verder deur sodanige Komitee geadminestreer word. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur uit die geledere van of die werkgewers of die werknemers gevul word, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersverteenvoorders in die Komitee ewe veel is. Ingeval sodanige Komitee nie daartoe in staat is nie of gewillig is om sy pligte uit te voer, of ingeval 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van dié Komitee. Indien hierdie Ooreenkoms verstryk nadat die Raad ontbind is of dit opgehou het om te funksioneer, moet die Fonds op die wyse uiteengesit in subklousule (7) van hierdie klousule deur die Komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of die trustees, na gelang van die geval, gelikwider word, en indien die Raad se sake bv die verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in subklousule (7) van hierdie klousule bepaal.

(7) *Likwidasie.*—Wanneer die Fonds gelikwider word en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet soos volg gehandel word met die geld wat in die krediet van die Fonds staan:

(a) Twee vyfdes moet betaal word aan die werkgewers-organisasies wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, in verhouding tot die getal lede wie se bydraes opbetaal is en wat op die datum van die likwidasie aan elke sodanige organisasie behoort;

(b) twee vyfdes moet betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, en dit moet onder sodanige vakverenigings verdeel word in verhouding tot die lidmaatskap van elke sodanige vakvereniging op die datum van die likwidasie, waarby die uitdrukking "lidmaatskap" beperk word tot dié lede wat deur hierdie Ooreenkoms gedek is;

(c) een vyfde moet aan die Registrateur betaal word en hy moet ingevolge artikel 34 (4) (c) van die Wet daarmee handel.

13. LATRINES

(1) Dit is die hoofkontrakteur se verantwoordelikheid om te verseker dat behoorlike sanitêre geriewe vir Blankes en Nie-Blankes afsonderlik op alle kontraktereïne en werkplekke verskaf en die buitekant van die deur moet met geveerde of sjabloonletters van minstens 5 cm hoog gemerk word om aan te dui vir welke ras se gebruik dié latrines bedoel is. Waar daar rioolaansluitpunte bestaan, moet die latrines daarby aangesluit word voordat daar met die werk begin word; in alle ander gevalle waar ander stelsels gebruik moet word, moet daar daaglikse behoorlike toesig gehou word ten einde siendelikheid en higiëne te verseker. Die bepalinge betreffende rioolaansluitpunte is nie van toepassing in die munisipale gebied van Pretoria nie, waar die stadsverordeninge in verband met tydelike latrines in ag geneem moet word.

(2) For the purposes of this clause, a latrine means proper sanitary accommodation, constructed of three walls and roof, composed of concrete, brick-work, wood, iron or any combination thereof, or any other suitable material, with a properly hinged door and suitable planed wooden seating or any other suitable seating, the whole to be so constructed to provide a weather-proof shelter, capable of being secured from the inside. The minimum floor space of a latrine shall not be less than 84 cm square with a minimum height of 1,8 m.

14. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees and all matters on which a sub-committee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by such decision to the Council by way of appeal.

15. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption in accordance with the provisions of this clause.

16. 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 this clause, in respect of each employee for whom wages are prescribed in this Agreement—

(a) in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h) and (i): 10c per week;

(b) in clause 4 (1), (j), (k), (l), (m), (n), (o), (p) and (q): 2c per week;

excluding employees who have worked previously for 16 hours or more for another employer during the same week: Provided that no payment shall be made in respect of an employee who works less than 16 hours in any week from Monday to Friday (inclusive).

An employer may deduct from the wage of such an employee half of the amount so paid for such week in respect of such employee.

(2) The employer shall on each pay-day issue to each employee concerned a voucher equal to the value of the amount so paid to the Council in respect of him in terms of subclause (1) and such voucher shall be affixed in the employee's contribution card.

(3) The vouchers referred to in subclause (2) shall be purchased by the employer from the Secretary.

(4) The Council may at its discretion combine the voucher and the contribution card referred to in this clause with any other voucher or contribution cards issued by the Council in respect of any other fund administered by the Council, and the combined voucher shall be in such form as may be determined by the Council from time to time.

17. AGENTS

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

(a) enter any premises or place in which the Building Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(2) By die toepassing van hierdie klousule beteken 'n latrine behoorlike sanitêre geriewe, bestaande uit drie mure en 'n dak van beton, steenwerk, hout, yster of 'n kombinasie daarvan, of 'n ander geskikte materiaal gemaak, met 'n behoorlike skarnierdeur en geskikte geskaafde houtsitplek of ander geskikte sitplek. Die geheel moet so gekonstrueer wees dat dit 'n weerbestande skuiling bied wat van binne met 'n knip gesluit kan word en die minimum vloerruimte van 'n latrine moet minstens 84 cm in die vierkant met 'n minimum hoogte van 1,8 m wees.

14. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms, en hy kan menings wat nie met die bepalings daarvan onbestaanbaar is nie, vir die leiding van die werkgewers en die werknemers uitspreek en alle sake waarvoor 'n subkomitee moet of mag beslis, kan deur 'n persoon wat deur so 'n beslissing veronreg is, by wyse van appél na die Raad verwys word.

15. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling by artikel 51 (3) van die Wet kan die Raad om 'n afdoende rede skriftelik vrystelling van die bepalings van hierdie Ooreenkoms aan enige persoon of persone verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is geldig nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet hom hou aan die gewysigde voorwaardes wat ooreenkomstig hierdie klousule deur 'n vrystellingsertifikaat geskep is.

16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer aan die Raad ooreenkomstig die prosedure wat in hierdie klousule voorgeskryf word, die volgende bedrae betaal ten opsigte van elke werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word:

(a) In klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h) en (i): 10c per week;

(b) in klousule 4 (1) (j), (k), (l), (m), (n), (o), (p) en (q): 2c per week;

uitgesonderd werknemers wat voorheen 16 uur of meer gedurende dieselfde week vir 'n ander werkgewer gewerk het: Met dien verstande dat geen betaling gedoen word nie ten opsigte van 'n werknemer wat minder as 16 uur per week van Maandag tot en met Vrydag werk.

'n Werkgewer kan die helfte van die bedrag wat aldus vir so 'n week ten opsigte van so 'n werknemer betaal is van die loon van die werknemer aftrek.

(2) Die werkgewer moet op elke betaaldag aan elke betrokke werknemer 'n bewys uitreik vir die waarde van die bedrag wat ingevolge subklousule (1) namens die betrokke werknemer aan die Raad betaal is en sodanige bewys moet in die werknemer se bewyskaart geplaak word.

(3) Die werkgewer moet die bewyse wat in subklousule (2) gemeld word, van die Sekretaris koope.

(4) Die Raad kan na goeddunke die bewys en die bydrae-kaart wat in hierdie klousule gemeld word, kombineer met ander bewyse of bydraekaarte wat die Raad uitreik ten opsigte van 'n ander fonds wat die Raad administreer, en die gekombineerde bewys moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

17. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy redelike gronde het om te vermoed dat enigen daar werksaam is;

(b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;

(c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation.

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

18. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

(a) Between 17h00 on 14 December 1979 and 07h00 on 7 January 1980;

(b) between 17h00 on 12 December 1980 and 07h00 on 5 January 1981;

or New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day.

19. EXHIBITION OF AGREEMENT

Each employer shall exhibit a legible copy of this Agreement in both official languages in every workshop, job or yard where he carries on his business in a conspicuous position easily accessible to all his employees.

20. EMPLOYMENT OF JUVENILES

No persons under the age of 15 years shall be employed in the Industry.

21. REGISTRATION OF EMPLOYERS

(1) *General.*—(a) Every employer in the Industry who has not already done so in pursuance of any other agreement administered by the Council, shall within three months of the date of coming into operation of this Agreement forward to the Secretary of the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this subclause shall also be furnished by all employers entering the Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or company, information in accordance with paragraph (a) of this subclause shall be furnished in respect of each partner, director, etc.

The title under which the partnership or company is operated shall also be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1) hereof.

(3) Every registered employer shall within 14 days of such change notify the Council in writing of any change in particulars furnished on registration.

(4) *Payment of guarantee.*—(a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, or at any later date stipulated by the Council, lodge with the Council a guarantee acceptable to the Council, to cover the payment in respect of his employees of two weeks—

- (i) wages as prescribed in clause 4;
- (ii) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council: Provided that the minimum guarantee shall be for an amount of R500.

(b) enigeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon wat hy dienstig ag, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en van sodanige persone te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, en om sodanige stukke te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) Die agent kan in die uitvoering van sy pligte 'n tolk saam met hom neem en moet met 'n verantwoordelike persoon in diens van die werkgewer in verbinding tree na afhandeling van sy ondersoek.

(3) Enigeen vir wie hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat hierbo bedoel word.

18. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Gedurende die tydperke hieronder genoem, mag geen werk in die Nywerheid deur werkgewers en werknemers verrig word nie:

(a) Tussen 17h00 op 14 Desember 1979 en 07h00 op 7 Januarie 1980;

(b) tussen 17h00 op 12 Desember 1980 en 07h00 op 5 Januarie 1981;

of op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale op 'n opvallende plek wat vir al sy werkgewers maklik toeganklik is, vertoon in elke werk-winkel, werkplek of werf waar hy sake verrig.

20. INDIENSNEMING VAN JEUGDIGES

Geen persone onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

21. REGISTRASIE VAN WERKGEWERS

(1) *Algemeen.*—(a) Elke werkgewer in die Nywerheid wat dit nie alreeds ingevolge 'n ander ooreenkoms wat deur die Raad geadminestreer word, gedoen het nie, moet binne drie maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die aambag of aambagte wat hy in die Nywerheid beoefen.

(b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, verstrek word binne een maand vanaf die datum waarop hulle met hul werksaamhede begin.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting wat by paragraaf (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers soos in subklousule (1) hiervan bedoel.

(3) Elke geregistreerde werkgewer moet die Raad binne 14 dae skriftelik verwittig van enige verandering in die besonderhede wat by registrasie verstrek is.

(4) *Betaling van waarborg.*—(a) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae van sodanige datum, of vanaf die datum waarop sodanige werkgewer met werksaamhede begin, na gelang van die geval of op 'n later datum deur die Raad bepaal, by die Raad 'n waarborg indien wat vir die Raad aanvaarbaar is, om die betaling ten opsigte van sy werknemers te dek van twee weke—

- (i) se lone soos voorgeskryf in klousule 4;
- (ii) se ander finansiële verpligtings waarvoor die werkgewer kragtens hierdie of enige ander ooreenkoms van die Raad aanspreeklik is: Met dien verstande dat die minimum waarborg vir 'n bedrag van R500 moet wees.

(b) Where an employer has made a cash deposit with the Council in pursuance of paragraph (a) and has for a period of at least 12 consecutive calendar months not complied with the provisions of clauses 11D (2) (a), 12 (1), 12A (2) and 16 (1), such cash deposit together with interest thereon, shall become forfeited to the general funds of the Council after such employer has been informed thereof by the Council by way of a registered letter sent to his latest address on record with the Council: Provided that the Council shall at any subsequent date on application by such employer supported by the necessary proof substantiating his claim and proof that he has complied with the provisions of the Agreement, as may be required by the Council, pay to such employer such deposit together with the interest accrued thereon at a rate as determined by the Council from time to time.

(5) *Employer parties' levies.*—(a) Every employer who is a member of the Master Builders' and Allied Trades Association (Witwatersrand), or the Pretoria Master Builders' and Allied Trades Association or the Master Masons' and Quarry Owners' Association (South Africa) shall in respect of every employee employed by him for 16 or more hours during a week (excluding overtime) pay to the Council *mutatis mutandis* in accordance with the manner and procedure laid down in clause 12 (2) to (8) inclusive, the amount of three cents per week: Provided that where such an employee is employed by two or more employers during the same week, payment shall only be made by the employer by whom he was first employed during that week for not less than 16 hours ordinary time.

(b) The Council shall each month pay over to the above employers' organisations respectively the amounts collected by it in terms of paragraph (a) from their members, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

21A. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)] (hereinafter referred to as the Training Fund), hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the Training Fund an amount of 50 cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1).

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 16 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation. For the purposes of this subclause the term 'constitution' shall include any amendments to the constitution adopted from time to time.

21B. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S.A.)] (hereinafter referred to as the Development Fund), hereby authorises, for the purposes of implementing the objects set forth in the constitution of the said Development Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the Development Fund an amount of 7c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1);

(b) Indien 'n werkgewer 'n kontantdeposito by die Raad gestort het ooreenkomstig paragraaf (a) en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan klousules 11D (2) (a), 12 (1), 12A (2) en 16 (1) voldoen het nie, word sodanige kontantdeposito tesame met rente daarop aan die algemene fondse van die Raad verbeur nadat die Raad sodanige werknemer daarvan verwittig het deur 'n geregi-streerde brief te stuur na die werknemer se jongste adres wat by die Raad opgeteken is: Met dien verstande dat die Raad op 'n later datum wanneer die werkgewer daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy voldoen het aan die bepalings van die Ooreenkoms, soos deur die Raad vereis word, sodanige deposito tesame met die rente wat daarop op-geloop het teen 'n koers soos van tyd tot tyd deur die Raad bepaal aan sodanige werknemer moet betaal.

(5) *Heffings—Werkgewerpartye.*—(a) Elke werkgewer wat lid is van die Master Builders' and Allied Trades Association (Witwatersrand) of die Pretoria Master Builders' and Allied Trades Association of the Master Masons' and Quarry Owners' Association (South Africa) moet ten opsigte van elke werknemer wat 16 uur of langer gedurende 'n week (uitge-sonderd oortydwerk) by hom in diens is, aan die Raad *mutatis mutandis* ooreenkomstig die wyse en prosedure neergelê in klousule 12 (2) tot en met (8) die bedrag van drie sent per week betaal: Met dien verstande dat indien so 'n werk-nemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, betaling gedoen moet word slegs deur die werknemer wat hom gedurende daardie week vir minstens 16 uur gewone tyd die eerste in diens geneem het.

(b) Die Raad moet elke maand aan bovermelde werkgewers-organisasies onderskeidelik die bedrae betaal wat deur die Raad ingevolge paragraaf (a) van hul lede ingevorder is, min invorderingsgelde van twee en 'n half persent, wat aan die algemene fondse van die Raad moet toeval.

21A. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid [in die lewe geroep deur die Building Industries Federation (S.A.)] (hieronder die Opleidingsfonds genoem), magtig hy hierby, met die doel om die oogmerke te implementeer wat in die konstitusie van genoemde Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 50 sent per week ten opsigte van elk van sy werknemers vir wie lone in klousule 4 (1) voorgeskryf is, tot die Opleidingsfonds bydra.

(3) 'n Werkgewer betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in een week in sy diens is nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende dié week minstens 16 uur in diens was.

(5) Die prosedure in klousule 16 van hierdie ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste teen 2½ persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds oorbetal.

(7) Kopieë van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking 'konstitusie' ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

21B. NASIONALE ONTWIKKELINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)] (hierna die Ontwikkelingsfonds genoem), magtig hy hierby, ten einde die doelstellings wat in die konstitusie van genoemde Ontwikkelingsfonds uiteengesit word te verwesenlik, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 7c per week ten opsigte van elk van sy werknemers vir wie lone in klousule 4 (1) voorgeskryf is, tot die Ontwikkelingsfonds bydra.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 16 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Development Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2,5 per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited accounts and balance sheets of the Development Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation. For the purposes of this subclause the term 'constitution' shall include any amendments to the constitution adopted from time to time.

22. NOTICE BOARD

(1) Every employer shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 60 cm by 45 cm, or a notice board approved by the Council, showing the business name and business address of such employer or partnership: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice board.

(2) This clause shall only apply to jobs of seven days' duration and more.

(3) The name of the employers' organisation of which the employer is a member, shall also be shown on the notice board referred to in subclause (1).

23. FIRST AID

(1) Every main contractor shall, in accordance with the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), provide and maintain in good condition on all jobs and in all workshops a satisfactorily equipped first-aid box made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every 100 persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be taken as 100.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of activities carried on.

(4) Each first-aid box shall be kept in a place readily accessible in case of an accident and there shall be at least one such box on each floor of a building, if the Council so requires.

(5) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and showing the name of the person in charge of such a box.

24. GENERAL

(1) No agreement, expressed or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other agreement, nor shall it effect any waiver by any employee of the application to him of any provision of this or any other agreement. Any such agreement shall be void.

(2) Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires*, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

(3) 'n Werkgewer moet geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in een week in sy diens is betaal nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgever by wie hy eerste gedurende daardie week minstens 16 uur in diens was.

(5) Die prosedure in klousule 16 van hierdie Ooreenkoms voorgeskrif, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste teen 2,5 persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Ontwikkelingsfonds oorbetal.

(7) Afskrifte van die konstitusie en van geouditeerde rekenings en balansstate van die Ontwikkelingsfonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

22. KENNISGEWINGBORD

(1) Elke werkgever moet, waar die boubedryf ook al deur hom of hulle beoefen word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat die Raad goedgekeur het, vertoon wat die besigheidsnaam en besigheidsadres van sodanige werkgever of vennootskap meld: Met dien verstande dat wanneer meer as een werkgever op dieselfde terrein werk, bovermelde besonderhede van al sodanige werkgevers op een gesamentlike kennisgewingbord aangetoon kan word.

(2) Hierdie klousule is slegs van toepassing op werk wat sewe dae of langer duur.

(3) Die naam van die werkgeversorganisasie waarvan die werkgever 'n lid is, moet ook gemeld word op die kennisgewingbord in subklousule (1) bedoel.

23. EERSTEHULP

(1) Elke hoofkontraakteur moet ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), 'n bevredigend uitgeruste eerstephulpkis wat van hout, metaal of plastiek of 'n komposisie daarvan gemaak is en wat toegerus is met 'n geskikte deur of deksel om sindelikeid te verseker, verskaf en in 'n goeie toestand hou.

(2) By alle werk en in alle werkwinkels waar meer as 100 persone in diens is, moet 'n addisionele kis vir elke 100 persone verskaf word. Die getal eerstephulpkiste moet bereken word volgens die grootste getal persone wat op 'n bepaalde tydperk in diens is en 'n breuk van 100 word as 100 beskou.

(3) Elke eerstephulpkis moet geskikte hulpmiddels en benodigdhede bevat ooreenkomstig die aard van die werksaamhede wat verrig word.

(4) Elke eerstephulpkis moet op 'n plek gehou word wat maklik toeganklik is in geval van 'n ongeluk, en indien die Raad dit verlang, moet daar minstens een sodanige kis op elke verdieping van 'n gebou wees.

(5) 'n Kennisgewing moet op 'n opvallende en toeganklike plek aangebring word wat aandui waar 'n eerstephulpkis geplaas is en wat die naam is van die persoon wat vir sodanige kis verantwoordelik is.

24. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, het die uitwerking dat dit die betaling aan 'n werknemer van minder beloning as dié wat deur hierdie Ooreenkoms voorgeskrif word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige voordele wat vir hom minder gunstig is as die behandeling of voordele voorgeskrif in hierdie of enige ander ooreenkoms, veroorloof nie, nóg bewerkstellig dit 'n afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie of enige ander ooreenkoms. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalings. Indien 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is, raak dit hoegenaamd nie die ander bepalings van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

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) *General.*—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.....	25,18
during the second six months of experience.....	27,92
during the third six months of experience.....	30,67
during the fourth six months of experience.....	33,57
during the fifth six months of experience.....	36,47
thereafter.....	39,36
(b) Operative, Grade IV—B—	
during the first six months of experience.....	25,18
during the second six months of experience.....	27,77
during the third six months of experience.....	30,68
thereafter.....	33,27
(c) Operative, Grade IV—C—	
during the first six months of experience.....	25,18
during the second six months of experience.....	26,55
thereafter.....	28,08
(d) Operative, Grade IV—D—	
during the first three months of experience.....	22,89
during the second three months of experience.....	23,96
thereafter.....	25,18
(e) Operative, Grade IV—E—	
during the first three months of experience.....	22,89
thereafter.....	23,96
(f) Operative, Grade IV—F.....	24,72
(g) Unskilled labourer (repetitive process), 18 years of age and over.....	22,89
(h) Unskilled labourer (repetitive process), under 18 years of age.....	17,07

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

(2) *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.

(3) *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.

DEEL III

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

25. LONE

(1) *Algemeen.*—Geen werkgever 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 die eerste ses maande ondervinding...	25,18
gedurende die tweede ses maande ondervinding...	27,92
gedurende die derde ses maande ondervinding...	30,67
gedurende die vierde ses maande ondervinding...	33,57
gedurende die vyfde ses maande ondervinding...	36,47
daarna.....	39,36
(b) Werksman, Graad IV—B—	
gedurende die eerste ses maande ondervinding...	25,18
gedurende die tweede ses maande ondervinding...	27,77
gedurende die derde ses maande ondervinding...	30,68
daarna.....	33,27
(c) Werksman, Graad IV—C—	
gedurende die eerste ses maande ondervinding...	25,18
gedurende die tweede ses maande ondervinding...	26,55
daarna.....	28,08
(d) Werksman, Graad IV—D—	
gedurende die eerste drie maande ondervinding...	22,89
gedurende die tweede drie maande ondervinding...	23,96
daarna.....	25,18
(e) Werksman, Graad IV—E—	
gedurende die eerste drie maande ondervinding...	22,89
daarna.....	23,96
(f) Werksman, Graad IV—F.....	24,72
(g) Ongeskoolde arbeider (herhaalproses), 18 jaar en ouer.....	22,89
(h) Ongeskoolde arbeider (herhaalproses), onder 18 jaar	17,07

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

(2) *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), voorgeskrif 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 werke wat ingevolge klousule 27 van hierdie Deel vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om 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) voorgeskrif 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 Ooreenkoms 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 voorgeskrif word nie.

(4) *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.

(5) 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) *General.*—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) *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 Blacks (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;

(4) *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.

(5) 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 werk-gewer in dieselfde klas werk in diens is.

26. BETALING VAN BESOLDIGING

(1) *Algemeen.*—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 koevert of houer wees waarop gemeld word of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werk-gewer se naam;
- (b) die werknemer se naam of sy nommer op die betaal-staat 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 voortspuit;
- (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 koevert of houer waarop hierdie inligting aange-teken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat die werk-gewer, 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 werk-gewer betaal of deur hom aangeneem word nie.

(3) *Koop van goedere.*—'n Werk-gewer 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 Swartes (Stadsge-biede) Konsolidasiewet, 1945, mag 'n werk-gewer 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 inwo-ning aan te neem nie.

(5) *Aftrekkings.*—'n Werk-gewer mag sy werknemer geen boetes oplê of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Enige bedrag wat 'n werk-gewer 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 werk-gewer 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 werk-gewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) whenever an employee agrees or is required in terms of the Blacks (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.....	1,20	5,60
(ii) Lodging.....	60	2,60
(iii) Board and lodging.....	1,80	7,80

(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 Black village under the Control of such council or other local authority;

(g) with the written consent of the employee, a deduction for insurance, savings fund, 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) *General.*—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 Manpower Utilisation for his area, in writing of such agreement, the interval may be so reduced;

(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.

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

	Per week	Per maand
	R	R
(i) Kos.....	1,20	5,60
(ii) Huisvesting.....	60	2,60
(iii) Kos en inwoning.....	1,80	7,80

(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 aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgever 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 orde is of dat die geboue onbruikbaar is of dreig om dit te word, geen aftrekking vir die eerste uur waarin daar nie gewerk word nie, geskied nie tensy die werkgever 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 werkgever 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 Swart dorp onder die beheer van so 'n raad of ander plaaslike owerheid bewoon;

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

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

27. WERKDAE EN WERKURE

(1) *Algemeen.*—'n Werkgever 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 enigiene 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 Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse 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 werkgever met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgever die Afdelings-inspekteur, Departement van Mannekragbenutting, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoedsbepaling (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 werkyd 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 werkgever 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) *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) *General.*—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) *General.*—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 50c 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 plus his hourly wage for every hour or part of an hour 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) *General.*—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) 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.

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en tweede werkdagperk 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) *Algemeen.*—Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer terwyl hy met noodwerk besig is nie.

28. OORTYDWERK, BETALING VIR OORTYDWERK EN WERK OP SEKERE DAE

(1) *Algemeen.*—'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 andersluidende bepalinge 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) na 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 50c 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 dag of 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) *Algemeen.*—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; of

(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. 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 subclause (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 or any period of military service 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 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 provision of this Part, an amount of not more than that

29. STUKWERK

(1) 'n Werkgewer kan, 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 waarvoor 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 verbod van 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 voorbehoudbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet 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 diens 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 bepalings in hierdie Deel kan 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste kennis te gee en sonder om die vereiste kennisgewingstermyn uit te dien of sonder om sy werkgewer 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

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.....	3,60
Operative, Grade IV—C, D, E and F.....	2,40
Unskilled labourer (repetitive processes).....	1,60

(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): R0,09 per hour.

Operative, Grade IV (C), (D), (E) and (F): R0,06 per hour.

Unskilled labourer (repetitive processes): R0,04 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 fund 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

himself '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 FONDS

(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.....	3,60
Werkman, Graad IV—C, D, E en F.....	2,40
Ongeskoolde arbeider (herhaalprosesse).....	1,60

(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): R0,09 per uur.

Werkman graad IV (C), (D), (E) en (F): R0,06 per uur.

Ongeskoolde arbeider (herhaalprosesse): R0,04 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 die 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 die mening van die Raad die voordele wat sodanige fonds 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 weekloon 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,

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) 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 service 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 has 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 that 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

die werkgewer sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(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 diens 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 ooploop: Met dien verstande—

(i) dat sodanige werknemer so 'n versoek rig 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, benevens ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooië 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 hom 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) any period during which an employee is absent undergoing military service 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 service, 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 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.

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

(i) in die geval van 'n werknemer wat voor die inwerkingtreding 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 inwerkingtreding van hierdie Deel in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak van 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 bepalinge 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, Gelofte dag 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 voltooidde tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooidde 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 opgeskortende 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: 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) 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 service 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 service, 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 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), unless he has in his employ a qualified operative, Grade IV (A), and for each qualified operative, Grade IV (A), three employed by him not more than three unqualified operatives, Grade IV (A), 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) may be deemed to be a qualified employee in such class, and an unqualified operative, Grade IV (A) who is receiving not less than the wage for a qualified operative, Grade IV (A) 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.

(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 diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige dienstydperk 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 onvermoë om te werk wat veroorsaak is deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 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 werkgever 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 werkgever 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 werkgever gewerk het.

(2) 'n Werkgever 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 Werkgever 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 Werkgever 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 werkgever: Met dien verstande dat 'n werkgever 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 werkgever 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 werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Aanhangel van hierdie Ooreenkoms voorgeskryf en wat die volle name van die werkgever 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. 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 31st day of August 1979.

N. G. LEVEY, Chairman.

J. A. BARROW Jr, 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.

(Signature of employer or
authorised representative)

Date.....

(a) Delete whichever is not applicable.

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

No. R. 2360

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

WORK RESERVATION DETERMINATION 28.—
BUILDING INDUSTRY, REPUBLIC OF SOUTH
AFRICA—EXEMPTION IN RESPECT OF CER-
TAIN AREAS IN TRANSVAAL

It is hereby notified for general information that the Minister of Manpower Utilisation has 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. 2359 of 26 October 1979, and to all the employees of such employers, with effect from 1 November 1979 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, 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", "operative, Grade II" and "assistant decorator/glazier" 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.

No. R. 2361

26 October 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941BUILDING AND MONUMENTAL MASONRY
INDUSTRIES (TRANSVAAL)

I, Stephanus Petrus Botha, Minister of Manpower Utilisation—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice R. 2359 of 26 October 1979, to be, on the whole,

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 31ste dag van Augustus 1979 te Johannesburg onderteken:

N. G. LEVEY, Voorsitter.

J. A. BARROW Jr., 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.

No. R. 2360

26 Oktober 1979

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 Mannekragbenutting aan alle werkgewers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 2359 van 26 Oktober 1979, bindend is en aan alle werknemers van sodanige werkgewers, met ingang van 1 November 1979 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, 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 "werkmán, graad I", "werkmán, graad II" en "assistent-versierder/beglaser" 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. 2361

26 Oktober 1979

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941BOU- EN MONUMENTKLIPMESSSELNYWER-
HEID (TRANSVAAL)

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, gepubliseer by Goewermentskennisgewing R. 2359 van 26 Oktober 1979, oor die algemeen

not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provision of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from 1 November 1979 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2362

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—MEDICAL AID FUND

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 14, shall be binding, with effect from 1 November 1979 and for the period ending 31 October 1981, 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 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

MEDICAL AID FUND AGREEMENT

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and 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 "employers' organisations"), of the one part, and the

Amalgamated Union of Building Trade Workers 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).

vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van 1 November 1979 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2362

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL).—MEDIËSE HULPFONDS-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 14, met ingang van 1 November 1979 en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAË

NYWERHEIDSRaad VIR DIE BOUNYWERHEID (TRANSVAAL)

MEDIËSE HULPFONDSOOREENKOMS

OOREENKOMS

ingevolge 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 Union of Building Trade Workers 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),

ARRANGEMENT OF AGREEMENT

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1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp, the area within a radius of 32,18 km from the General Post Office, Vereeniging, the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341, which falls within the said radius), the area within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

(ii) in the Magisterial District of Behtal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Behtal) in respect of which the expression "Building Industry" shall—

(aa) not include te Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to skilled employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 31 October 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee performing 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

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1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werkgewers wat lede is van die werkgewers-organisasies en alle werknemers wat lede is van die vakverenigings;

(b) (i) in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor Krugersdorp val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor Pretoria val), die gebied binne 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde straal val), die gebiede binne 'n straal van 16,09 kilometer vanaf die Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het);

(ii) in die landdrosdistrik Bethal (met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika omvat nie; en

(bb) onderworpe is aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks die bepalings van subkousule (1), is hierdie Ooreenkoms slegs op geskoolde werknemers van toepassing.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk eindigende 31 Oktober 1981 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"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 toesig oor werksmanne wat die asfaltering, waterdigting en/of

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 blocks not bedded in mortar or mastic;
- (c) the laying of blocks in the construction of concrete floors and concrete roofs.

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, planing 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 baking or grounds; fixing of slate tiles, harvey tiles, or similar materials, 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.

Lead-light making.—Setting out of templates 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 work, and extruded metal.

Painting and decorating/glazing.—Tinting; stippling; paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, 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.

vogdigting van dakke, mure, plafonne en/of vloere doen.

Bloklêwerk.—Die plasing van blokke; hoeke in die lood bring; rifvoegwerk; 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.

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, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.—Afmerkwerk, uitlêwerk; montering en vassit van vaste toebehore; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombistoehore; die vassit van gegolfde sink- en asbesplate aan agterwerk en hegstukke van hout; leiteëls, Harveyteëls of dergelike materiaal, asbesteëls en houtdakspaan 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.

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 taggate met die hand; finale vyl- en/of monterwerk; die vassit van siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

Verf- en versierwerk/beglasing.—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, 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 verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;
- (d) die aanbring van 'n vloeibare 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 granitiese werk.—Die voorbereiding 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; afskuurwerk.

Loodgieterswerk.—Uitmerk- en afmerkwerk; die finale vassit van gemonteerde pype en toebehore.

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 poleerwerk 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.

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

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

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

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

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

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

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

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

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

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

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sand-papering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

plastering, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions granolithic, terrazzo, and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or similar

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

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

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

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklip, pandekking en sementkalfaatwerk aan erdepypriole; *lakpoeerwerk*, wat poeerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in spannings in hout- of metaaldeure, -venters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuiske of ander kombuistoebehore insluit wat as 'n permanente deel van die gebou aangebring word;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, greinerie en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terras- of komposisievloerwerk, komposisiemuurbedekking en die poeerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame

type of portable spinner, flexible cutting and finishing machine precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

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

"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;

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

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"conveyance" means transport by licensed ambulance, and in the absence of or inability to obtain a licensed ambulance, transport by taxi and/or any hired vehicle, and/or any public transport, excluding aircraft, while being used as a conveyance during illness or injury;

"dependant" means a member's legal wife, and/or children (including step-children and/or legally adopted children) who are fully dependent on the member and are not entitled to benefits under any other scheme; and/or other persons admitted as such by the Management Committee;

"dental practitioner" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974;

"employee" means, subject to the provisions of the Act, also a working director or a working partner;

"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) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

sny- en afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestieksputwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huis-ingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbankskerms, en binnens-huise los en vaste toebehoere;

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

houtwerk, wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsnywerk, die aanbring van gegolfe sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbe-dekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubber-komposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk-en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se ver-naamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iet bykomstigs is by die verkoop van sodanige lino-leum en geen deel van die regstreekse koste van die klant uit-maak nie;

"onderbaas" 'n ambagsman wat aan die voorman verant-woordelik is vir die uitoefening van magte en die uitvoering van funksies en pligte wat deur sodanige voorman aan hom opgedra is;

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Trans-vaal), wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"vervoer" vervoer deur 'n gelisensieerde ambulans, en in die afwesigheid van 'n gelisensieerde ambulans of wanneer daar nie een gekry kan word nie, vervoer deur 'n taxi en/of enige gehuurde voertuig en/of enige openbare vervoer, uitgeson-derd vliegtuie, wat tydens siekte of besering as vervoermiddel gebruik word;

"afhanklike" 'n lid se wettige vrou en/of kinders (met inbe-grip van stiefkinders en/of wettig aangenome kinders) wat ten volle van die lid afhanklik is en nie ingevolge enige ander skema op bystand geregtig is nie, en/of ander persone wat as sodanig deur die Bestuurskomitee toegelaat is;

"tandarts" enige persoon wat ingevolge Wet 56 van 1974 as sodanig gekwalifiseer en by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"werknemer", behoudens die bepalings van die Wet, ook 'n werkende direkteur of 'n werkende vennoot;

"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

(d) regstreeks aan 'n algemene voorman of die werk-gever of die werkgever se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"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;

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

"Industry" means the Building Industry and Monumental Masonry Industry;

"Main Agreement" means the Agreement of the Council published in terms of the Act which prescribe wages for skilled employees;

"Management Committee" or "Committee" means a committee appointed as such by the Council in terms of clause 5 of this Agreement to administer the Fund on behalf of the Council;

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

"medical certificate" means a written statement issued by a medical practitioner and/or specialist or dental practitioner, stating the nature of the ailment, the patient's name and any other details which may be required by the Fund;

"medical practitioner" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974;

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

"rules" means the regulations of the Fund in force from time to time and as prescribed in terms of clause 5;

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

"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;

"specialist" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 56 of 1974; and

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

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

4. CONTINUATION OF THE FUND

(1) (a) The Building Industry Medical Aid Fund, established under Government Notice 1164 of 20 July 1962 and hereinafter referred to as the "Fund", is hereby continued.

(b) The Fund shall consist of—

- (i) all contributions paid into the Fund in accordance with the provisions of clause 8 of this Agreement;
- (ii) all interest derived from the investment of any moneys of the Fund; and
- (iii) any other moneys to which the Fund may become entitled.

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

(3) The moneys of the Fund shall be applied in accordance with the provisions of clauses 7 and 11 of this Agreement, subject to the provisions of clause 9 and the rules of the Fund.

(4) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

- (a) stock of the Republic of South Africa or Local Government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;

"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 ál 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 die hoedanigheid van instrukteur of andersins;

"Fonds" die fonds wat ingevolge klousule 4 van hierdie Ooreenkoms voortgesit word;

"Nywerheid" die Bou- en Monumentklipmesselnywerheid; "Hoof-ooreenkoms" die Ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone vir geskoolde werknemers voorgeskryf word;

"Bestuurskomitee" of "Komitee" 'n komitee wat as sodanig deur die Raad ingevolge klousule 5 van hierdie Ooreenkoms aangestel word om die Fonds namens die Raad te administreer;

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

"doktersertifikaat" 'n skriftelike verklaring uitgereik deur 'n mediese praktisyn, en/of spesialis of tandarts, waarin die aard van die siekte, die pasiënt se naam en alle ander besonderhede wat vir die Fonds vereis kan word, vermeld word;

"mediese praktisyn" enige persoon wat ingevolge Wet 56 van 1974, gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"Monumentklipmesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die maak en/of oprigting van grafstene of ander monumente op grafte, en/of die opbou van grafte;

"reëls" die reëls van die Fonds wat van tyd tot tyd van krag is en soos ingevolge klousule 5 voorgeskryf;

"Sekretaris" die sekretaris van die Fonds, en omvat dit enige beaampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"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;

"spesialis" enige persoon wat ingevolge Wet 56 van 1974 gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is; en

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en kerkhofgedenktekens van alle tipes;

"bewys" die amptelike bewys wat die Raad uitreik, en vir die toepassing van hierdie Ooreenkoms het "seël" dieselfde betekenis.

4. VOORTSETTING VAN DIE FONDS

(1) (a) Die Mediese Hulpfonds vir die Bounywerheid, ingestel by Goewermentskennissgewing 1164 van 20 Julie 1962 en hierna die "Fonds" genoem, word hierby voortgesit.

(b) Die Fonds bestaan uit—

- (i) alle bydraes wat ooreenkomstig die bepalings van klousule 8 van hierdie Ooreenkoms in die Fonds gestort word;
- (ii) alle rente wat verkry word van die belegging van enige geld van die Fonds; en
- (iii) enige ander geld waarop die Fonds geregtig mag word.

(2) Alle geld wat die Fonds toeval, moet binne twee dae nadat dit ontvang is, op 'n afsonderlike rekening by 'n geregestreerde bank in die krediet van die Fonds gedeponeer word.

(3) Die geld van die Fonds moet ooreenkomstig die bepalings van klousules 7 en 11 van hierdie Ooreenkoms aangewend word, behoudens die bepalings van klousule 9 en die reëls van die Fonds.

(4) Enige geld wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as in—

- (a) effekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;
- (b) Nasionale Spaarsertifikate;
- (c) Posspaarbankrekenings of -sertifikate;

- (d) savings accounts, permanent shares or fixed deposits in registered building societies or banks; or
- (e) in any other manner approved by the Registrar.

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

(6) The objects of the Fund shall be—

(a) to assist members in regard to the costs of medical services as may be specified in the rules from time to time, and arising from any illness and/or accident sustained by themselves or their dependants subject to the rules of the Fund;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness, accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Building Industry;

(c) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(d) to contract with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;

(e) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

5. ADMINISTRATION OF THE FUND

(1) The Fund shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council together with an equal number of representatives of the employers' organisations who are parties to the Council, together with two alternates in respect of each representative. The representatives and alternates shall be members of the Council. The provisions of the Council's constitution relating to the election of a Chairman and a Vice-Chairman, their period of office and the calling and conduct of meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

(2) The Fund shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, prescribe—

- (a) the Fund's benefits and the qualifications attached thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matters which the Council may decide.

(3) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the Fund's rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

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

(5) The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants who, in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council whose decision shall be final.

(6) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Committee is unable to settle, shall be referred to the Council for decision.

(7) If at any time the amount to the credit of the Fund drops below R20 000 payments shall cease and shall not be resumed until the amount to the credit of the fund exceeds R40 000.

(8) The members of the Management Committee, the Secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(9) All expenses incurred in connection with the administration of the Fund shall be a charge on the Fund.

(d) spaarrekenings, permanente aandele of vaste deposito's in geregisteerde bouverenigings of banke; of

(e) op enige ander wyse deur die Registrateur goedgekeur.

(5) Alle uitbetalings uit die Fonds geskied per tjek wat geteken is deur die Voorsitter, die Ondervoorsitter of sodanige ander lede en plaasvervangers van die Raad, en mede-onderteken is deur die Sekretaris of sodanige ander plaasvervangers vir die Sekretaris as waarop die Raad van tyd tot tyd besluit.

(6) Die doelstelling van die Fonds is die volgende:

(a) Om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld word, en wat voortvloei uit enige siekte en/of ongeluk deur hulleself of hul afhanklikes opgedoen, behoudens die reëls van die Fonds;

(b) om dié maatreëls te tref en dié stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone in diens in of betrokke by die Bounywerheid;

(c) om 'n kontrak met enige hospitaal, geregisteerde verpleeginrigting, geregisteerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;

(d) om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese dienste soos van tyd tot tyd in die reëls gemeld word;

(e) om al dié dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

5. ADMINISTRASIE VAN DIE FONDS

(1) Die fonds word geadminestreer deur 'n Bestuurskomitee deur die Raad aangestel en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig word, saam met 'n gelyke getal vertoedigers van die werkgewersorganisasies wat partye by die Raad is, saam met twee plaasvervangers vir elke verteenwoordiger. Die verteenwoordigers en plaasvervangers moet lede van die Raad wees. Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad, is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Fonds word geadminestreer ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms, die Wet, of enige ander wet wees nie, en moet onder andere die volgende voorskryf:

- (a) Die Fonds se bystand en die kwalifikasies daaraan verbonde;
- (b) die prosedure vir die indiening en betaling van eise;
- (c) enige ander sake waarvoor die Raad mag besluit.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of enige bestaande reëls wysig of intrek. Afskrifte van die Fonds se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting ingedien word.

(4) Die Komitee stel 'n sekretaris aan wat as die Sekretaris van die Fonds bekend staan, en die ander personeel wat nodig is vir die behoorlike administrasie van die Fonds.

(5) Die Komitee kan enige of alle voordele weier en/of weerhou van enige lid en/of sy afhanklikes wat, na sy mening, op 'n wyse opgetree het, bereken om die belange van die Fonds of sy lede te benadeel of wat dit na alle waarskynlikheid mag doen: Met dien verstande dat aan sodanige lid die geleentheid gebied word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Komitee.

(6) Enige verskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fonds, wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(7) Indien die bedrag in die krediet van die Fonds te eniger tyd onderkant R20 000 daal, moet uitbetaling gestaak word en nie weer hervat word voordat die bedrag in die krediet van die Fonds R40 000 te bowe gaan nie.

(8) Die lede van die Bestuurskomitee, die Sekretaris, beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of met betrekking tot die bona fide-uitvoering van hul pligte.

(9) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, vorm 'n las teen die Fonds.

6. AUDIT OF THE FUND

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

(a) all moneys received in terms of the provisions of this Agreement;

(b) expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

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

7. MEDICAL AID ALLOWANCE

(1) (a) For the purpose of determining benefit allowances the following wage categories are established:

(i) A wage not exceeding the prescribed wage plus 20c;

(ii) a wage of more than the prescribed wage plus 20c but not more than 66c above the prescribed wage;

(iii) a wage exceeding the prescribed wage plus 66c.

For the purpose of this subclause "prescribed wage" means the wage at any particular date as adjusted up to that date in terms of clause 4 (1) of the Main Agreement.

(b) (i) Every skilled employee who on 1 May 1974, was in receipt of a wage falling in wage category (i), (ii) or (iii) set out in paragraph (a) and who has remained with the same employer since that date, shall receive the hourly allowance prescribed for that particular wage category irrespective of whether he is receiving a wage falling in another category: Provided that an employee who is in receipt of a wage falling in a higher wage category shall receive the hourly allowance prescribed for such higher wage category.

(ii) Every skilled employee who has changed employers subsequent to 1 May 1974, and who has negotiated a wage falling in a different wage category to that applicable to him at that date, shall receive the hourly allowance prescribed for such category in which his current wage falls.

(2) In addition to any other remuneration to which a skilled employee may be entitled in terms of any other published agreement of the Council, every employer shall pay to every skilled employee the allowance prescribed hereunder in respect of every hour worked by such employee: Provided that these allowances shall not be paid in respect of hours paid for at overtime rates in terms of clause 11 of the Main Agreement:

Class of employee mentioned above in subclause (1) (a)	Hourly allowance
(i).....	8,5
(ii).....	11,0
(iii).....	12,0

(3) The allowance shall, subject to the provision of clause 8 hereof, be paid together with the employee's other remuneration monthly or weekly in accordance with the provisions of clause 7 of the Main Agreement.

8. CONTRIBUTIONS

(1) (a) Every employer shall pay in respect of every skilled employee in accordance with the procedure laid down in subclauses (2) to (8), the amount prescribed hereunder:

Class of employee mentioned in clause 7 (1) (a)	Weekly amount
(i).....	R 5,20
(ii).....	6,60
(iii).....	7,60

(b) An employer shall be entitled to deduct the amounts so paid from the remuneration of an employee in respect of whom payment is made in terms of paragraph (a).

6. OUDITERING VAN DIE FONDS

(1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, word deur die Raad aangestel en moet die boeke van die Fonds minstens eenmaal per jaar ouditeer en voor of op 15 Maart in elke jaar 'n staat opstel wat die volgende toon:

(a) Alle gelde wat ingevolge die bepalings van hierdie Ooreenkoms ontvang is;

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die voorafgaande 31 Desember, saam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon.

(2) Die geouditeerde staat en die balansstaat van die Fonds moet daarna ter insae lê by die kantoor van die Raad en afskrifte daarvan, behoorlik deur die ouditeur gesertifiseer en deur die Voorsitter van die Raad mede-onderteken, saam met enige verslag wat deur die ouditeur daarvoor uitgebring is, moet binne drie maande vanaf die verstryking van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Mannekragbenutting ingedien word.

7. MEDIESE HULPTOELAE

(1) (a) Vir die bepaling van die toelae word die volgende loonkategorieë ingestel:

(i) 'n Loon van hoogstens die voorgeskrewe loon plus 20c;

(ii) 'n loon van meer as die voorgeskrewe loon plus 20c maar hoogstens 66c meer as die voorgeskrewe loon;

(iii) 'n loon van meer as die voorgeskrewe loon plus 66c.

Vir die doel van hierdie subklousule beteken "voorgeskrewe loon" die loon op enige besondere datum soos aangegeef tot op daardie datum ingevolge klousule 4 (2) van die Hoofdooreenkoms.

(b) (i) Elke geskoolde werknemer wat op 1 Mei 1974 'n loon ontvang het wat in loonkategorie (i), (ii) of (iii), soos uiteengesit in paragraaf (a), val en wat sedert daardie datum by dieselfde werkgever gebly het, moet die toelae per uur ontvang wat vir daardie besondere loonkategorie voorgeskryf word, ongeag of hy 'n loon ontvang wat in 'n ander kategorie val of nie: Met dien verstande dat 'n werknemer wat 'n loon ontvang wat in 'n hoër loonkategorie val, die toelae per uur moet ontvang wat vir sodanige hoër loonkategorie voorgeskryf word.

(ii) Elke geskoolde werknemer wat na 1 Mei 1974 van werkgever verwissel het en wat om 'n loon onderhandel het wat in 'n ander loonkategorie val as dié wat op daardie datum op hom van toepassing was, moet die toelae per uur ontvang wat voorgeskryf word vir sodanige kategorie waarin sy huidige loon val.

(2) Elke werkgever moet, benewens enige ander besoldiging waarop 'n geskoolde werknemer ingevolge enige ander gepubliseerde ooreenkoms van die Raad geregtig is, aan elke geskoolde werknemer die toelae betaal wat hieronder voorgeskryf word ten opsigte van elke uur deur sodanige werknemer gewerk: Met dien verstande dat hierdie toelae nie betaal mag word nie ten opsigte van ure waarvoor daar ingevolge klousule 11 van die Hoofdooreenkoms teen skale vir oortydwerk betaal moet word:

Klas werknemer in subklousule (1) (a) hierbo genoem	Toelae per uur
(i).....	8,5
(ii).....	11,0
(iii).....	12,0

(3) Behoudens klousule 8 hiervan, moet die toelae ooreenkomstig klousule 7 van die Hoofdooreenkoms maandeliks of wekeliks saam met die werknemer se ander besoldiging betaal word.

8. BYDRAES

(1) (a) Elke werkgever moet ten opsigte van elke geskoolde werknemer die bedrag hieronder voorgeskryf, betaal ooreenkomstig die prosedure in subklousules (2) tot (8) hiervan bepaal:

Klas werknemer in klousule 7 (1) (a) genoem	Weeklikse bedrag
(i).....	R 5,20
(ii).....	6,60
(iii).....	7,60

(b) 'n Werkgever het die reg om die bedrag aldus betaal, af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling kragtens paragraaf (a) gedoen word.

(2) No payment shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than 16 hours for him in any week.

(3) Where an employee is employed by two or more employers during the same week, the contribution in terms of subclause (1) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

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

(5) Every employee, upon being issued by his employer with a voucher, shall immediately affix such voucher in his contribution card which shall be retained by him.

(6) The vouchers referred to in subclauses (4) and (5) hereof shall be purchased by employers from the Secretary, and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of any unused vouchers. An application for such refund shall be made to the Fund not later than six months after the date of expiry of this Agreement.

(7) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding within 20 days of accepting employment in the Building Industry, and every employer, upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card within 20 days of the date of commencement of his employment.

(8) Contribution cards and vouchers which are issued are not transferable, nor can they be ceded, pledged or sold. Vouchers shall therefore not be issued to an employee otherwise than in accordance with the provisions of this clause, and, the value of vouchers obtained in any manner other than that prescribed in this clause shall *ipso facto* be forfeited to the general funds of the Fund together with any benefits accruing thereon in terms of this Agreement.

(9) The Council may at its discretion combine the voucher and contribution card issued by the Fund and referred to in this clause with any other vouchers or contribution cards already issued by the Council in respect of any other funds administered by the Council, and shall it be in such form as may be determined by the Council from time to time.

(10) (a) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of this clause on due date shall pay interest at the rate of 15 per cent per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

(b) Where contributions for vouchers as described in subclause (9) hereof are being collected by means of computer assessments, every employer who fails to pay any contribution on due date, as laid down in subclause (4) hereof, shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

(11) A member who, whether by reason of the fact that he is unemployed or is employed in an area outside the area to which this agreement applies, does not make contributions in terms of this clause, may, if he desires to remain eligible for benefits, pay to the Council the contribution determined by it.

9. MEMBERSHIP OF THE FUND

(1) All employees to whom this Agreement applies shall be eligible for membership of the Fund.

(2) Persons, other than those referred to in subclause (1) hereof, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement shall *mutatis mutandis* apply to any persons so admitted.

(3) Membership of the Fund shall terminate—

(a) immediately a member for any reason whatsoever fails to receive vouchers weekly in terms of clause 8 of this Agreement or from the Stabilization Fund established under Government Notice R. 1983 of 8 December 1967: Provided that membership shall be maintained in cases where members are receiving sick benefits from the Benefit Fund established under Government Notice 2828 of 5 December 1952;

(2) 'n Werkgewer mag geen bedrag ingevolge subklousule (1) hiervan betaal ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir hom werk nie.

(3) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, word die bydrae ingevolge subklousule (1) hiervan vir daardie week gemaak deur die werkgewer deur wie hy eerste gedurende daardie week vir minstens 16 uur in diens geneem was.

(4) Elke werkgewer moet ten opsigte van elke bedrag wat hy aldus ingevolge subklousule (1) van hierdie klousule betaal, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bewys uitreik, en sodanige werknemer word deur die bepalings van hierdie Ooreenkoms gebind om dié genoemde bewys te aanvaar.

(5) Elke werknemer moet, wanneer sy werkgewer 'n bewys aan hom uitreik, sodanige bewys onmiddellik plak in sy bydraekaart, wat hy moet hou.

(6) Die bewyse in subklousules (4) en (5) hiervan genoem, moet deur werkgewers van die Sekretaris gekoop word en elke werkgewer moet sorg dat daar te alle tye 'n toereikende voorraad daarvan is: Met dien verstande dat 'n werkgewer 'n terugbetaling ter waarde van enige ongebruikte bewyse van die Fonds kan verkry. Aansoek om sodanige terugbetaling moet nie later nie as ses maande na die vervaldatum van hierdie Ooreenkoms aan die Fonds gerig word.

(7) Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy diens in die Bounywerheid aanvaar het, om 'n bydraekaart aansoek doen, en elke werkgewer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet verseker dat sodanige werknemer binne 20 dae vanaf die datum waarop hy diens aanvaar het, in besit is van 'n bydraekaart.

(8) Bydraekaarte en bewyse wat uitgereik is, is nie oordraagbaar nie en mag ook nie gesedeer, verpand of verkoop word nie. Bewyse moet dus nie op 'n ander wyse aan 'n werknemer uitgereik word nie as ooreenkomstig die bepalings van hierdie klousule, en die waarde van bewyse wat verkry is op enige ander wyse as dié wat in hierdie klousule voorgeskryf word, word *ipso facto* aan die algemene fondse van die Fonds verbeur saam met enige voordele wat 'n lid ingevolge hierdie Ooreenkoms ten opsigte daarvan toeval.

(9) Die Raad kan na goedvinde die bewys en bydraekaart, uitgereik deur die Fonds en in hierdie klousule genoem, kombineer met enige ander bewyse of bydraekaarte wat reeds deur die Raad uitgereik is ten opsigte van enige ander fondse wat deur die Raad geadministreer word, en dit neem die vorm aan wat die Raad van tyd tot tyd vasstel.

(10) (a) 'n Werkgewer wat versuim of nalaat om die bewyse, voorgeskryf ingevolge die bepalings van hierdie klousule, op die vervaldatum te koop en uit te reik, moet rente betaal teen die koers van 15 persent per jaar op die waarde van sodanige bewyse vanaf die datum waarop dit gekoop moes gewees het tot die datum waarop dit werklik gekoop is.

(b) Waar bydraes vir bewyse soos beskryf in subklousule (9) hiervan ingesamel word by wyse van rekenoutomaatslae, moet elke werkgewer wat versuim om te betaal op die geldige datum soos bepaal in subklousule (4) hiervan, wanneer hy deur die Raad beveel word om dit te doen, 'n bedrag by die Raad deponeer gelykstaande aan die bydraes van vier weke of die periode wat hy agterstallig is na gelang van die Raad se beslissing.

(11) 'n Lid wat as gevolg van die feit dat hy werkloos is, of in 'n gebied werk wat geleë is buite die gebied waarop hierdie Ooreenkoms van toepassing is, nie bydraes ingevolge hierdie klousule betaal nie, kan, indien hy verlang om op bystand aanspraak te maak, aan die Raad die bydrae betaal wat daardeur bepaal word.

9. LIDMAATSKAP VAN DIE FONDS

(1) Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is bevoeg vir lidmaatskap van die Fonds.

(2) Persone, uitgesonderd dié persone in subklousule (1) hiervan gemeld, wat regstreeks betrokke is of was by of in diens is of was in die Bounywerheid, kan na goedvinde van die Raad as lid van die Fonds toegelaat word en die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persone wat aldus toegelaat word.

(3) Lidmaatskap van die Fonds eindig—

(a) sodra 'n lid om enige rede hoegenaamd nie meer weekliks bewyse ingevolge klousule 8 van hierdie Ooreenkoms of uit die Stabilisasiefonds ingestel by Goewermentskennisgewing R. 1983 van 8 Desember 1967 ontvang nie: Met dien verstande dat lidmaatskap behou word in gevalle waar lede siektebystand ontvang van die Bystandsfonds ingestel by Goewermentskennisgewing 2828 van 5 Desember 1952;

(b) when a member fails to pay the contributions prescribed in clause 8 (11) to the Fund for a period of more than one month;

(c) directly a member accepts an engagement and/or employment in any other industry; and

(d) in the case of all members who after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the industry: Provided that eligible dependants of such members may, at the discretion of the Committee, be permitted to retain membership under such conditions as it may determine.

10. PAYMENTS OF BENEFITS

Payments of benefits shall be made in respect of members and their dependants in accordance with the rules of the Fund.

11. BENEFITS OF THE FUND

Subject to the provisions of the rules of the Fund, every member, together with his wife and dependants shall be jointly eligible to receive pecuniary assistance limited to R1 000 in respect of medical services in any one calendar year.

12. EXPIRY OF THE AGREEMENT

(1) Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Fund within 12 months from the expiry of this Agreement or any extension thereof, the Fund shall continue to be administered by the Management Committee, and, in the event of a subsequent agreement not being negotiated within a period of three years from the date of expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the Management Committee in terms of clause 13.

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

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure the equality of employer and employee representatives on the Council. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes.

Upon the expiry of this Agreement the Fund shall be liquidated in terms of clause 13 of this Agreement by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

13. LIQUIDATION OF THE FUND

Upon liquidation of the Fund in terms of clause 12 hereof, and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

(1) Subject to the approval of the Registrar, either into the general funds of the Council to be used for a similar purpose to that for which the original Fund was established; or

(2) (i) two-fifths to the employers' organisations represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation;

(ii) two-fifths to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst

(b) wanneer 'n lid vir 'n tydperk van meer as een maand versuim om die bydraes in klousule 8 (11) voorgeskryf, aan die Fonds te betaal;

(c) sodra 'n lid 'n betrekking en of diens in enige ander nywerheid aanvaar; en

(d) in die geval van alle lede wat, nadat hulle vir een jaar voordele ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat bevoegde afhanklikes van sodanige lede, na die goedvinde van die Komitee, toegelaat kan word om lid te bly onder dié voorwaardes wat hy vasstel.

10. BETALING VAN BYSTAND

Betaling van bystand ten opsigte van lede en hul afhanklikes geskied ooreenkomstig die reëls van die Fonds.

11. VOORDELE VAN DIE FONDS

Behoudens die bepalinge van die reëls van die Fonds, kom elke lid, en ook sy vrou en afhanklikes, gesamentlik in aanmerking vir geldelike bystand wat in 'n bepaalde kalenderjaar tot R1 000 beperk word ten opsigte van mediese dienste.

12. VERSTRYKING VAN DIE OOREENKOMS

(1) By verstryking van hierdie Ooreenkoms of enige verlenging daarvan en ingeval geen daaropvolgende ooreenkoms aangegaan word nie met die doel om die werksaamhede van die Fonds binne 12 maande vanaf die verstryking van hierdie Ooreenkoms of enige verlenging daarvan voort te sit nie, word die Fonds deur die Bestuurskomitee geadminestreer en, ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van drie jaar vanaf die vervaldatum van hierdie Ooreenkoms of enige verlenging daarvan gesluit word nie, word die Fonds ingevolge klousule 13 deur die Bestuurskomitee gelikwideer.

Ingeval die Bestuurskomitee nie in staat is om die Fonds ingevolge hierdie klousule te administreer en/of te likwideer nie, en/of nie in staat is nie of onwillig is om sy pligte na te kom, of daar 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak kan hy 'n kurator of kuratore aanstel om die pligte van die Komitee uit te voer en wat al die bevoegdhede van die Komitee vir sulke doeleindes besit.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee wat op daardie tydstip diens doen, voortgaan om die Fonds te administreer. Enige vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, om te verseker dat daar 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Raad is. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die Komitee uit te voer, en sodanige kuratore het al die bevoegdhede van die Komitee vir hierdie doeleindes.

By verstryking van die Ooreenkoms word die Fonds ingevolge klousule 13 van hierdie Ooreenkoms gelikwideer deur die Komitee wat dan diens doen of die kurator of kuratore wat deur die Nywerheidsregistrator aangestel is.

13. LIKWIDASIE VAN DIE FONDS

By likwidasië van die Fonds ingevolge klousule 12 hiervan en nadat alle krediteure en alle administrasie- en likwidasië-koste betaal is, moet daar soos volg oor die geld in die krediet van die Fonds beskik word:

(1) Behoudens die goedkeuring van die Registrator moet dit óf in die algemene fondse van die Raad gestort word om gebruik te word vir soortgelyke doeleindes as dié waarvoor die oorspronklike Fonds ingestel was; óf

(2) (i) twee vyfdes moet gaan na die werkgewersorganisasies wat in die Raad verteenwoordig is op die ontbindingsdatum of die verstryking van die Ooreenkoms, naamlik die vroegste datum, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die likwidatiedatum;

(ii) twee vyfdes moet gaan na die vakverenigings wat in die Raad verteenwoordig is op die ontbindingsdatum of die verstryking van die Ooreenkoms, naamlik die vroegste datum,

such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement;

(iii) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

14. AGENTS

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

(a) enter any premises or place in which the Building Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put; and

(c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation.

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

15. BENEFITS INALIENABLE

The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

16. EXHIBITION OF AGREEMENT

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

17. EXEMPTIONS

The Council may on the recommendation of the Management Committee or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

Signed at Johannesburg this 31st day of August 1979.

N. G. LEVEY, Chairman.

J. A. BARROW Jr, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 2363

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANVAAL). — CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1602, R. 1603, R. 1605 and R. 1608 of 20 July 1979 with effect from 1 November 1979.

S. P. BOTHA, Minister of Manpower Utilisation.

en moet tussen sodanige vakverenigings verdeel word in verhouding tot die volwaardige lede van elke vakvereniging op die likwidasiëdatum. Die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) oor een vyfde moet ingevolge artikel 34 (4) (c) van die Wet beskik word.

14. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek binne te gaan waarin die Bou-nywerheid uitgeoefen word, te eniger tyd wanneer hy redelikerwys meen dat enige persoon daarin in diens is;

(b) alle persone wat hy in of op die perseel of plek vind, mondeling te ondervra, hetsy alleen of in teenwoordigheid van enige ander persone wat hy geskik ag met betrekking tot sake betreffende hierdie Ooreenkoms, en van sulke persone te vereis om die vrae wat gestel word, te beantwoord; en

(c) die voorlegging van dié boeke, tydstate, rekords en dokumente te vereis en dit na te gaan, te ondersoek en afskrifte daarvan te maak soos wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

(2) Die agent kan in die uitvoering van sy pligte 'n tolk saam met hom neem en moet met 'n verantwoordelike persoon in diens van die werkgewer in verbinding tree na afhandeling van sy ondersoek.

(3) Alle persone vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent alle fasiliteite in hierdie klousule genoem, beskikbaar stel.

15. BYSTAND ONVERVREEMBAAR

Die bystand deur die Fonds verskaf, is nie oordraagbaar nie en enige lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op enige bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm by die regulasies kragtens die Wet voorgeskryf, vertoon in elke werkswinkel, by elke werk of in elke werf waar hy sake doen en in 'n opvallende plek wat maklik toeganklik is vir al sy werknemers.

17. VRYSTELLINGS

Die Raad kan, op aanbeveling van die Bestuurskomitee of by eie besluit, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperk wat hy vasstel.

Op die 31ste dag van Augustus 1979 te Johannesburg onderteken.

N. G. LEVEY, Voorsitter.

J. A. BARROW Jr, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 2363

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANVAAL). — INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 1602, R. 1603, R. 1605 en R. 1608 van 20 Julie 1979 in met ingang van 1 November 1979.

S. P. BOTHA, Minister van Mannekragbenutting.

Technical Dictionaries

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town. Add 4% Sales Tax on all inland prices.

1. **Basketball, Korfbal, Netball (1975).**—Compiled in collaboration with the Co-ordinating Terminology Committee for Sport. 43 pp; soft cover; 3 000 terms: Eng.—Afr., Afr.—Eng. Price R1,90, abroad R2,40, post free.
2. **Dictionary of Embroidery (1972).**—Compiled by the Homecraft Terminology Committee 394 pp, 31 pp illustrations; hard cover; 9 600 terms: Eng.—Afr., Afr.—Eng. Price R2,95, abroad R2,95, post free.
3. **Hairdressing Terms (1971).**—Compiled by the Education Terminology Committee. 309 pp; soft cover; 9 600 terms: Eng.—Afr., Afr.—Eng. Contents: Beauty culture, Cosmetology, Dermatology, Hairdressing laboratory work, Manicuring, Physiology and hygiene, Salon science, Trichology. Price R2,80, abroad R3,50, post free.
4. **Handwork Dictionary (1977).**—Compiled in collaboration with the Family Education and Homemaking Section. 471 pp; soft cover; 19 400 terms: Eng.—Afr., Afr.—Eng. Contents: Knitting, Crochet, Knotting (incl. macramé, tatting, netting, sprang), Lacework. Price R4,35, abroad R5,45, post free.
5. **Millinery Terms (1970).**—Compiled by the Homecraft Terminology Committee. 56 pp; soft cover; 4 000 terms: Eng.—Afr., Afr.—Eng. Price 90c, post free.
6. **Hockey Terms (1972).**—Compiled by the Co-ordinating Terminology Committee for Sport. 60 pp; soft cover, pocket size; 1 500 terms: Eng.—Afr. Price 90c, post free.
7. **Hotel Reception Terms (1978).**—104 pp; soft cover; 4 000 terms: Eng.—Afr., Afr.—Eng., and a List of Expressions. Price R2,55, abroad R3,15, post free.
8. **Home Economics Dictionary (third, revised edition 1975).**—Compiled by the Editorial Committee (Home Economics). 398 pp; hard cover; 31 000 terms: Eng.—Afr., Afr.—Eng. Contents: Freezing, Cookery, Menus, Dietetics, Housewifery, Household appliances, Furniture, Cosmetics, Home nursing. Price R5,50, abroad R6,90, post free.
9. **Art Terms (1967).**—Compiled by direction of the Terminology Committee for Technical Education. 293 pp; soft cover, folio size; 10 000 terms: Eng.—Afr., Afr.—Eng. Contents: Fine Art, Textile design, Ceramic design, Graphic design, Industrial design. Price R1,35, post free.
10. **Agricultural Engineering Terms (1973).**—Compiled in collaboration with the Division of Agricultural Engineering, Department of Agricultural Technical Services. 309 pp; hard cover 8 900 terms: Eng.—Afr., Afr.—Eng. Contents: Agricultural mechanization, Processing of agricultural commodities, Farm structures, Farm buildings, Irrigation, Drainage, Soil and water conservation. Price R3,10, abroad R3,10, post free.
11. **Computer Terms (1969).**—Compiled by the Computer Terminology Committee. 81 pp; hard cover; 5 500 terms: Eng.—Afr., Afr.—Eng. Price R2,05, abroad R2,50, post free.
12. **Accounting Terms (1973).**—Compiled in collaboration with the Cape Education Department. 109 pp; soft cover; 4 400 terms: Eng.—Afr., Afr.—Eng. Contents: Mainly terms that are relevant to the new, uniform syllabuses. Includes a List of Abbreviations. Price 95c, abroad 95c, post free.
13. **Dairy Terms (1972).**—Compiled in collaboration with the Dairy Industry Control Board and the Department of Agricultural Technical Services. 388 pp; hard cover; 10 200 terms: Eng.—Afr., Afr.—Eng. Contents: Butter and Cheese manufacturing, Dairy bacteriology, Dairy chemistry, Dairying. Price R3,40, abroad R3,40, post free.
14. **Horticultural Terms (1971).**—Compiled in collaboration with the Horticultural Research Institute, Roodeplaat. 436 pp; hard cover; 12 000 terms: Eng.—Afr., Afr.—Eng. Contents: Terms directly related to the cultivation of vegetables, fruit and flowers. Includes the popular English and Afrikaans, as well as the botanical names of a large number of indigenous and exotic plants of economic or aesthetic value. Price R3,80, post free.
15. **Veterinary Science Dictionary (1978).**—351 pp; hard cover; 31 000 terms: Eng.—Afr., Afr.—Eng. Contents: Anatomy, Anesthesiology, Animal care, Animal science, Bacteriology, Breed nomenclature, Cytology, Embriology, Entomology, Gene-siology, Genetics, Helminthology, Histology, Immunology, Laboratory techniques, Medicine, Molecular biology, Nutrition (including forage crops), Parasitology, Pathology, Pharmacology, Physiology, Poultry science, Protozoology, Radiology, Surgery, Toxicology (including poisonous plants), Virology, Zootechnology. Price R9, abroad R11,25, post free.
16. **Defining Afrikaans Dictionary of Social Work (1971).**—Compiled by the Terminology Committee for Social Work. 83 pp; hard cover; 498 definitions with equivalent terminology in English. Price R2, abroad R2, post free.
17. **Work Study Terms (1971).**—Compiled by the Work Study Terminology Committee. 52 pp; soft cover; 1 300 terms: Eng.—Afr., Afr.—Eng. Price R1,20, abroad R1,50, post free.
18. **Wine Dictionary (1973).**—Compiled in collaboration with the Oenological and Viticulture Research Institute. 80 pp; hard cover; 3 300 terms: Eng.—Afr., Afr.—Eng. Contents: Viticulture, Winemaking, Wine chemistry, List of South African wine-grape cultivars. Price R2,30, abroad R2,30, post free.

Other

19. **Physical Education Terminology (1968).**—Issued by the Department of National Education. 340 pp; hard cover; Eng.—Afr., Afr.—Eng. Explanatory and illustrated with drawings. Contents: Gymnastics, Dance and rhythmic movement, Imitative exercises, Gymnastic games. Price R2,40, post free.
20. **Tweetalige Lys Geologiese en Verwante Terme (reprint 1970).**—Compiled by the Division Geological Survey, Department of Mines, in collaboration with the Suid-Afrikaanse Akademie vir Wetenskap en Kuns. 154 pp; soft cover; 15 000 terms: Afr.—Eng., Eng.—Afr. Contents: Apart from pure geological terms those relevant to mineralogy, petrology, geomorphology, geophysics, etc., are also included. Price R1,25, abroad R1,60, post free.

Vakwoordeboeke

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die STAATSDRUKKER, Pretoria en Kaapstad. Voeg 4% Verkoopbelasting by alle binnelandse pryse.

1. **Basketbal, Korfbal, Netbal (1975).**—Saamgestel met medewerking van die Koördinerende Vaktaalraad vir Sport. 43 pp; sagte band; 3 000 terme: Eng.—Afr., Afr.—Eng. Prys: R1,90, buitelands R2,40, posvry.
2. **Borduurwoordeboek (1972).**—Saamgestel deur die Huisvlyttaalkomitee. 394 pp, 31 pp illustrasies; harde band; 9 600 terme: Eng.—Afr., Afr.—Eng. Prys R2,95, buitelands R2,95, posvry.
3. **Haarkappersterme (1971).**—Saamgestel deur die Vaktaalkomitee vir die Onderwys se Subkomitee vir Haarkappersterme. 309 pp; sagte band; 9 600 terme: Eng.—Afr., Afr.—Eng. Inhoud: Dermatologie, Fisiologie en Higiëne, Haarkaplaboratoriumwerk, Haarkunde, Kosmetologie, Manikuring, Salonwetenskap, Skoonheidskunde. Prys R2,80, buitelands R3,50, posvry.
4. **Handwerkwoordeboek (1977).**—Saamgestel met medewerking van die Seksie Gesinsopvoeding en Tuisteskepping. 471 pp; sagte band; 19 400 terme: Eng.—Afr., Afr.—Eng. Inhoud: Brei, Hekel, Knoop (insl. macramé, frivolité, netknoping, sprong), Kant. Prys R4,35, buitelands R5,45, posvry.
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8. **Huishoudkundeterme (derde, hersiene uitgawe 1975).**—Saamgestel deur die Redaksiekomitee (Huishoudkunde). 398 pp; harde band; 31 000 terme: Eng.—Afr., Afr.—Eng. Inhoud: Bevriesing, Dieetkunde, Kookkuns, Spyskaarte, Huishoukuns, Huistoestelle, Meubels en meubelgeskiedenis, Skoonheidsmiddels, Tuisverpleging. Prys R5,50, buitelands R6,90, posvry.
9. **Kunsterme (1967).**—Saamgestel in opdrag van die Vaktaalkomitee vir Tegniese Onderwys. 293 pp; sagte band, folioformaat; 10 000 terme: Eng.—Afr., Afr.—Eng. Inhoud: Beeldende Kuns, Tekstielontwerp, Keramiekontwerp, Grafiese ontwerp, Nywerheidsontwerp. Prys R1,35, posvry.
10. **Landbou-ingenieursterme (1973).**—Saamgestel met medewerking van die Afdeling Landbou-ingenieurswese, Departement van Landbou-tegniese Dienste. 309 pp; harde band; 8 900 terme: Eng.—Afr., Afr.—Eng. Inhoud: Landboumeganisasie, Landbouprodukprossessering, Plasstrukture, Plasgeboue, Besproeiing, Dreinerings, Grond- en Waterbewaring. Prys R3,10, buitelands R3,10, posvry.
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12. **Rekeningkundeterme (1973).**—Saamgestel met medewerking van die Onderwysdepartement van Kaapland. 109 pp; sagte band; 4 400 terme: Eng.—Afr., Afr.—Eng. Inhoud: Hoofsaaklik terme wat vir die nuwe onderwysleerplanne ter sake is. Sluit Lys van Afkortings in. Prys 95c, buitelands 95c, posvry.
13. **Suiwelsterme (1972).**—Saamgestel met medewerking van die Raad van Toesig oor die Suiwelnywerheid. 388 pp; harde band; 10 200 terme: Eng.—Afr., Afr.—Eng. Inhoud: Botter- en Kaasvervaardiging, Suiwelbakteriologie, Suiwelbereiding, Suiwelboerdery, Suiwelchemie. Prys R3,40, buitelands R3,40, posvry.
14. **Tuinbouterme (1971).**—Saamgestel met medewerking van die Navorsingsinstituut vir Tuinbou, Rooideplaat. 436 pp; harde band; 12 000 terme: Eng.—Afr., Afr.—Eng. Inhoud: Terme wat regstreeks betrekking het op die verbouing van groente, vrugte en blomme. Sluit ook die populêre Afrikaanse en Engelse, sowel as die botaniese, name in van talle inheemse en uitheemse plante van ekonomiese of estetiese waarde. Prys R3,80, posvry.
15. **Veeartsenykundige Woordeboek (1978).**—351 pp; harde band; 31 000 terme: Eng.—Afr., Afr.—Eng. Inhoud: Anatomie, Anesthesiologie, Bakteriologie, Diereversorging, Embriologie, Entomologie, Farmakologie, Fisiologie, Geneeskunde, Genetika, Geslagskunde, Helmintologie, Histologie, Immunologie, Laboratoriumtegniek, Molekulêre biologie, Parasitologie, Patologie, Pluimveekunde, Protosoölogie, Radiologie, Rassenomenklatuur, Sitologie, Sjirurgie, Soötegnologie, Toksikologie (gifplante inbegrepe), Veekunde, Virologie, Voedingsleer (voergewasse inbegrepe). Prys R9,00, buitelands R11,25, posvry.
16. **Verklarende Afrikaanse Woordeboek vir Maatskaplike Werk (1971).**—Saamgestel deur die Vaktaalkomitee vir Maatskaplike Werk. 83 pp; harde band; 498 definisies met ekwivalente terminologie in Engels. Prys R2,00, buitelands R2,00, posvry.
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18. **Wynbouterme (1973).**—Saamgestel met medewerking van die Navorsingsinstituut vir Wynkunde en Wingerdbou. 80 pp; harde band; 3 300 terme: Eng.—Afr., Afr.—Eng. Inhoud: Wingerdbou, Wynbereiding, Wynskeikunde, sluit ook 'n lys Suid-Afrikaanse wyndruifkultivars in. Prys R2,30, buitelands R2,30, posvry.

Ander

19. **Terminologie vir Liggaamlike Opvoeding (1968).**—Uitgegee deur die Departement van Nasionale Opvoeding. 340 pp; harde band; Eng.—Afr., Afr.—Eng. Verklarend en toegelig met tekeninge. Inhoud: Gimnastiek, Dans en ritmiese beweging, Nabootsoefeninge, Gimnastiekspele. Prys R2,40, posvry.
20. **Tweetalige Lys Geologiese en Verwante Terme (herdruk 1970).**—Saamgestel deur die Afdeling Geologiese Opname, Departement van Mynwese, met medewerking van die Suid-Afrikaanse Akademie vir Wetenskap en Kuns. 154 pp; sagte band; 15 000 terme: Afr.—Eng., Eng.—Afr. Inhoud: Benewens suiwer geologiese terme is ook terme t.o.v. mineralogie, petrologie, geomorfologie, geofisika ens., ingesluit. Prys R1,25, buitelands R1,60, posvry.

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