



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1125

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1125

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 46]

PRETORIA, 25 APRIL 1969
25 APRIL

[No. 2365

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 674

25 April 1969

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL**

BENEFIT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding as from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said 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 (a) and 2 (1), shall be binding as from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (JQ 4341) which falls within the said radius; the areas within radii of 10

A—39584

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 674

25 April 1969

WET OP NYWERHEIDSVERSOENING, 1956

**BOU- EN MONUMENTKLIPMESSELNYWERHEID,
TRANSVAAL**

BYSTANDSFONDSOOREENKOMS

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2 (1), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (JQ 4341) wat binne genoemde straal val; die gebiede binne 'n straal van 10

1—2365

miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSSVAAL).—BENEFIT FUND AGREEMENT

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);
representing its members in the Monumental Masonry Industry;
(hereinafter referred to as "the employers" or "the employers' organisations") of the one part, and the

Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Operative Plasterers' Trade Union of South Africa;
White Building Workers' Union,

(hereinafter referred to as "the employees" or "the trade unions") of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a 30-mile radius from the General Post Office, Krugersdorp; the area within a 20-mile radius from the General Post Office, Vereeniging; the area within a 20-mile radius from the General Post Office, Pretoria; but excluding that portion of the Bantu area Uitvalgrond (JQ 4341) which falls within the said radius; the areas within a 10-mile radius from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles of the General Post Office, Pretoria, and which prior to the publication of Government Notice 551 dated 29 March 1956, fell within the Magisterial District of Pretoria) by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by the employees who are members of the Trade Unions.

(b) Notwithstanding the provisions of subclause (a) this Agreement shall only apply to artisans.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation on a date to be fixed by the Minister in terms of section forty-eight of the Act, and shall remain in force for five years or 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 of this Agreement.

myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het).

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSSVAAL).—BYSTANDSFONDSOOREENKOMS

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

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

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

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, maar nie dié gedeelte van die Bantoegebied Uitvalgrond (JQ 4341) wat binne dié straal val nie; die gebiede binne 'n straal van 10 myl van die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal), onderskeidelik, en in die landdrosdistrik Kempton Park (uitgesonderd dié gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val, en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), deur alle werkgewers in die Bounywerheid en die Monumentklipmesselnywerheid wat lede is van die werkgewersorganisasies, en alle werknemers wat lede van die vakverenigings is.

(b) Ondanks subklousule (a), is hierdie Ooreenkoms slegs op ambagsmanne van toepassing.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet vasstel, en bly van krag vir vyf jaar of vir sodanige tydperk as wat hy mag 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 geadministreer 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 oorgedra is aan 'n ander fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die Bystandsfonds oorspronklik gestig is nie, moet die Bystandsfonds ingevolge klousule 11 deur die Federated Employers' Insurance Company Limited gelikwedeer 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 the context:—

"Act" means the Industrial Conciliation Act, 1956;

"Artisan" means an employee engaged in any one or more of the following operations in any one or more of the trades indicated below, and shall also include employees who perform work normally performed by a person who has served an apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; and shall further include an employee in charge of or supervising such employees:—

Asphalting.—Water- and damp-proofing; supervising.

Blocklaying.—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—

- (i) the laying of blocks not bedded in mortar or mastic;
- (ii) the laying to a jig of blocks bedded in mortar or mastic, where no artisans' tools are used.

Bricklaying.—Setting bricks or other materials; plumbing angles; tuck pointing.

Carpentry, joinery, office, shop and bank fitting.—Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembly and fixing composition materials and rough timbers.

Drainlaying.—Laying pipes to falls.

Floorlaying.—Marking out; cutting of wooden flooring; fixing materials.

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

Leadlight 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 subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines; hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smith work, metal frames and metal stairs, architectural metal work, and extruded metal.

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

(i) the application of the priming coat or where a priming coat is not applied, the application of the first coat of paint on all unpainted surfaces;

(ii) in renovation work: stripping, sparking, touching up and similar operations preparatory to the application of finishing coats;

(iii) the application of lime wash and cement wash to all surfaces;

(iv) the application of decorative bitumastic to sewage pipes;

(v) the application of the first coat of paint on shop coated steel surfaces;

(vi) the application of any liquid reviver to brickwork or slasto and

(vii) the application of paint to roofs, gutters and down-pipes.

Plastering, screeding and granolithic.—Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off.

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

Steelwork.—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 off columns and beams; lining up of shuttering for concreting; assembling shuttering.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in die Wet, en enige verwysing na 'n Wet sluit ook alle wysigings van die Wet in; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat een of meer van ondervermelde werksaamhede verrig ten opsigte van een of meer van die ambagte hieronder aangedui, en omvat dit ook werknemers wat werk verrig wat gewoonlik verrig word deur iemand wat 'n vakleerlingskap uitgedien het in 'n aangewese ambag of wat geag word 'n aangewese ambag te wees ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ooreenkomstig of artikel 2 (7) of artikel 7 (3) van genoemde Wet; voorts sluit dit ook 'n werknemer in wat in bevel van sodanige werknemers is of toesig oor hulle hou:—

Asfaltwerk.—Water- en vogdigmaking; toesighouding.

Bloklewerk.—Rifvoegwerk, setmate opstel en hulle regplaas vir bou- en alle latere verstelwerk; venster- en deurkosyngeregplaas, dog nie die volgende nie, naamlik—

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

(ii) die lê, volgens setmaat, van blokke wat in dagha of mastik gelê word sonder gebruikmaking van ambagsmansgereedschap.

Messelwerk.—Die vassit van bakstene of ander materiaal; die loodregstel van hoeke; rifvoegwerk.

Timmerwerk, skrynwerk, kantoer-, winkel- en bankuitrustingswerk.—Uitmerk; uitle; uitrusting inmekaar- en vassit; afgewerkte houtwerk saag, skaaf en vassit; komposisiemateriaal en onbewerkte hout inmeekaarsit en vassit.

Riole lê.—Pype lê na gradiënte.

Vloere lê.—Uitmerk; houtvloerplanke saag; materiaal vassit.

Glaswerk.—Glas of dergelike materiaal sny; voorstopverf aanbring; kraallyste vassit.

Ruit-in-loodwerk.—Patrone of tekenings op borde afmerk; glas sny en dit in lood vat; soldeerwerk en die aanbring van hegdrade.

Metaalwerk.—Merk en afmerk; die opstel van en toesighouding oor masjiene: Met dien verstande dat daar van geen ambagsman vereis mag word dat hy oor meer as drie masjiene toesig hou nie; of in gevalle waar die totale getal masjiene nie 'n presiese veelvoud van drie is nie, oor meer as vyf masjiene; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale vyl en/of inmeekaarsit verrig; die aanbring van buismidswerk, metaalrame en -trappe; boumetaalwerk en uitgedrukte metaal.

Verfwerk.—Papierplakwerk; letterskilderwerk; die aanbring van verf, vernis, en/of ander stowwe aan alle oppervlakke, dog uitgesonderd—

(i) die aanbring van die grondverflaag, of, indien geen grondverflaag aangebring word nie, die aanbring van die eerste verflaag op alle ongefverfde oppervlakke;

(ii) in die geval van opknappingswerk: Stroop, plamuur, bywerk, en dergelike behandeling ter voorbereiding vir die aanbring van deklae;

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

(iv) die aanbring van sierbitumastik aan rioolpype;

(v) die aanbring van die eerste verflaag aan staaloppervlakke;

(vi) die aanbring van vloebare opknappingsmiddels aan baksteenwerk of leiklip;

(vii) die aanbring van verf aan dakke, geute en geutpype.

Pleister-, afvlak- en granolietwerk.—Die maak van voorbereidende bepalende gipspleisters; raping van stowwe aan ruwe oppervlakke; die afwerking daarvan met die hand nadat lyne getrek is.

Loodgieterswerk.—Merk, afmerk; pype en toebehore, wat aanmeekaarsit is, finaaf vassit.

Staalwerk.—Toesighouding oor die buig, plasing en aanbring van staal- en staalkonstruksiemateriaal.

Klipwerk, klippesselwerk en monumentwerk.—Letters en versierings teken, ontwerp en afmerk; letters met die hand en met 'n lugdrukhamer sny en grafeer; finale oppervlakkewerking en afwerking van klip of vervangingsmateriaal met die hand tot die regte grootte, dog nie poleerwerk nie; masjiene opstel; klippe of daghalae vassit; afmerk.

Strukturele timmerwerk.—Afmerk; merk; pilare en balke loodreg stel en waterpas maak; bekisting rig vir betonnering; bekisting aanmeekaarsit.

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

Woodmachining.—Marking out; setting out; setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines.

“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 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;

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 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' 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 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 floor-laying, 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

Beteëling.—Teëls of ander materiaal vassit; hoek loodreg-stel.

Houtmasjiënwerk.—Aferk; merk; houtwerkmasjiëne opstel en toesig hou daaroor: Met dien verstande dat daar van geen ambagsman vereis mag word dat hy oor meer as drie masjiëne toesig hou nie, of indien die totale getal masjiëne nie 'n presiese veelvoud van drie is nie, oor meer as vyf masjiëne.

“Bounywerheid”, sonder om die gewone betekenis van die woord enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue of 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, ongeag of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerke of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of by onderafdelings daarvan betrokke is; dit omvat egter nie klerklike werknemers en administratiewe personeel nie, en ook nie die bedrading of installering in geboue van lig-, verwarmings- of ander permanente, vaste elektriese toebehorens en die installering, onderhoud of herstel van hysers in geboue nie:—

Asfaltwerk, wat die volgende omvat: 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 ongeglasuurde oppervlakke al dan nie, en ongeag of teermacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of -bitumen gebruik word al dan nie, en of dit warm of koud op sodanige dakke, vloere of in sodanige kelders of fondamente aangebring word;

messelwerk, wat die volgende omvat: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, teëlwerk aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmar en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkaatwerk aan erdepype;

lakpolitoer, wat politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof omvat;

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

skrynwerk, wat die aanbring van alle houttoebehorens en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehorens in verband staan, omvat, ongeag of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen al dan nie, en dit omvat ook kaste, kombuiskaste of ander kombuistoeberehorens wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en reklameborde, uitgesonderd elektriese uitrusting en die beglasing wat daarmee in verband staan, omvat;

klipmesselwerk, wat die volgende omvat: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring van of bouwerk met voorafgegiete of kunsklip of kunsmarmar, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax of dergelike tipe draagbare draaiskyf, buigsame sny-, afwerk en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die slyp van klipwerkersgereedskap, ongeag of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen al dan nie;

metaalwerk, wat die volgende omvat: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe, boumetaalwerk, tesame met die vervaardiging en/of aanbring van getrokke metaal, plaatmetaal en uitgedrukte metaal, ongeag of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen al dan nie;

verfwerk, wat die volgende omvat: Versierwerk, muurplakwerk, glasuurwerk, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en teerprodukte, met inbegrip van afskuur van mure en houtwerk, barste in mure opvul en houtwerk met stopverf bewerk;

pleisterwerk, wat die volgende omvat: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne, en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbekleding, en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe draagbare draaiskyf, buigsame sny- en afwerkmasjiën, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse

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 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, woodlathing, 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;

"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 nineteen of the Industrial Conciliation Act, 1956;

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

"member" means any person in respect of whom contributions have been made to the Benefit Fund in terms of this Agreement;

"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;

"National Fund" means the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)];

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

"stamp year" means the period commencing on the first Monday following the last Friday in October, and terminating on the last Friday in October of the ensuing year;

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

"week" means from Monday to Friday;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, and in every fifth year commencing 1966, Republic Day, and the annual holiday prescribed in the Agreement published under Government Notice R. 1784 dated 12 November 1965, or any superseding agreement.

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.

wat in verband staan met die voltooiing van plafonne en mure, ongeag of die persoon wat die artikels gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen al dan nie;

loodgieterswerk, wat die volgende omvat: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, ongeag of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen al dan nie;

winkel-, kantoor- en bankuitrustingswerk, wat die vervaardiging, en/of aanbring van winkelfronte, vensterafskortings, uitstakaste, toonbankskerms en binnenshuise los en vaste toebehorens omvat;

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

houtwerk, wat die volgende omvat: Timmerwerk, vineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfe sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlaswerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleumrubberkomposisies, asfaltiese vloerbedekkings of kurk, asook die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare draaiskyf, buigsame sny-, afwerk- en poliermasjien, bekisting en/of die bereiding van vorms vir beton, ongeag of die persoon wat die artikel wat gebruik word gemaak of berei het, die aanbringwerk in die gebou of bouwerk doen al dan nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf verrig word, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"bydraekaart" die amptelike kaart wat elke jaar deur die Raad aan iedere werknemer in die Nywerheid uitgereik word; en vir die toepassing van hierdie Ooreenkoms het "Vakansiefondskaart" dieselfde betekenis;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geag word ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956, geregistreer te wees;

"Nywerheid" die Bounywerheid en/of die Monumentklipnywerheid;

"lid" enigiemand ten opsigte van wie bydraes ingevolge hierdie Ooreenkoms in die Bystandsfonds gestort is;

"Monumentklipnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging en/of oprigting van grafstene en ander monumente op grafte en/of die opbou van grafte;

"Nasionale Fonds" die Nasionale Ontwikkelingsfonds van die Bounywerheid (ingestel deur die Federasie van Bounywerhede, Suid-Afrika);

"Sekretaris" die Sekretaris van die Bystandsfonds; dit omvat tewens enige beaamte wat deur die Raad aangestel word om namens die Sekretaris op te tree;

"seëljaar" die tydperk wat begin op die eerste Maandag ná die laaste Vrydag in Oktober, en eindig op die laaste Vrydag in Oktober van die volgende jaar;

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

"week" die tydperk van Maandag tot Vrydag;

"werkdag" iedere dag behalwe Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag, en al om die vyf jaar, met ingang van 1966, Republiekdag, asook die jaarlikse verlof voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1784 van 12 November 1965, of in enige ooreenkoms wat dit vervang.

4. BYSTANDSFONDS

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

(2) Die Bystandsfonds bestaan uit—

(a) bydraes van werknemers en werkgewers 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 Labour.

(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 countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Secretary for Labour within three months of the close of the period covered by such statement and balance sheet.

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

5. BENEFIT ALLOWANCES

(1) In addition to any other remuneration to which an artisan may be entitled in terms of any other published agreement of the Council, every employer shall pay to every such artisan in his employ an allowance of 10.20 cents per hour in respect of all hours worked by such artisan. Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and in every fifth year, commencing 1966, Republic Day, or any day

(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 Arbeid 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 vertolkung, betekenis of sin van enigen van die bepalinge 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 die Bystandsfonds toeval moet binne twee dae nadat dit ontvang is in 'n bank in die krediet van die Bystandsfonds geëdeponeer 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 mag van tyd tot tyd belê word in staatseffekte, Nasionale Spaarsertifikate, Pospaarbankrekenings of -sertifikate, of in 'n vaste deposito-rekening 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 die Bystandsfonds toe en mag 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 Voorsitter of die Ondervoorsitter van die Raad of deur sodanige ander lede van die Raad soos die Raad van tyd tot tyd mag besluit, en moet deur die Sekretaris medeonderteken 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 bepalinge 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 Voorsitter van die Raad medeonderteken, asook 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 Arbeid voorgeleë word.

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

5. BYSTANDSGELDE

(1) Elke werkgewer moet, benewens enige ander besoldiging waarop 'n ambagsman kragtens enige ander gepubliseerde ooreenkoms van die Raad geregtig mag wees, aan elke sodanige ambagsman in sy diens 'n toelae van 10.20 sent per uur betaal ten opsigte van alle ure deur sodanige ambagsman gewerk: Met dien verstande dat sodanige toelae nie betaal word ten opsigte van oortydwerk of werk verrig op 'n Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, en al om die vyf jaar, met ingang van 1966, Republiekdag, of enige dag binne die jaarlikse verloftydperk soos

falling within the annual holiday period prescribed in clause 25 of the Agreement published under Government Notice R1784 dated 12 November 1965, or any superseding agreement.

(2) The allowance shall, subject to the provisions of clause 6 hereof, be paid weekly together with the employee's other remuneration.

6. CONTRIBUTIONS

(1) Every employer shall in respect of every artisan employed by him for 16 hours or more during a week, pay an amount of R4.48 per week to the Benefit Fund in accordance with the procedure laid down in subclauses (4) and (6) of this clause.

(2) An employer shall be entitled to make a deduction of R4.48 per week from the remuneration of an employee in respect of whom payment has been made in terms of subclause (1) hereof.

(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.

(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 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 six 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.

7. BENEFITS

(1) *Inclement weather benefits.*—If in any week an employer temporarily suspends the employment of an artisan who is a member of the Benefit Fund owing to inclement weather, and in consequence of such suspension such artisan 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 75 cents per hour 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 and provided further that in terms of this subclause payments shall not exceed R108 in a cycle of 12 weeks from the date in respect of which the first payment is made.

voorgeskrif in klousule 25 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1784 van 12 November 1965, of enige ooreenkoms wat dit vervang nie.

(2) Behoudens klousule 6 hiervan, moet die toelae weekliks saam met die werknemer se ander besoldiging betaal word.

6. BYDRAES

(1) Elke werkgever moet ten opsigte van iedere ambagsman wat 16 uur of meer gedurende een week by hom in diens is, 'n bedrag van R4.48 per week aan die Bystandsfonds betaal ooreenkomstig die prosedure in subklousules (4) en (6) van hierdie klousule bepaal.

(2) 'n Werkgever het die reg om R4.48 per week af te trek van die besoldiging van 'n werknemer ten opsigte van wie betalings gedoen is ingevolge subklousule (1) hiervan.

(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 vir 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 geroep 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 as wat die Raad van tyd tot tyd bepaal.

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

(b) 'n Werkgever en/of werknemer wat bewyse afstaan, oordra, seeder, 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 die algemene fondse van die Raad toe.

(10) Die Raad kan na goeëdunke 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 geadmistreer word, en moet dié vorm aanneem as wat die Raad van tyd tot tyd mag bepaal.

(11) 'n Werkgever wat in gebreke bly om 'n bewys wat ingevolge hierdie klousule vereis word op die keurdatum te koop, moet rente teen ses 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.

7. VOORDELE

(1) *Bystand in slegte weer.*—Indien 'n werkgever in enige week die dienste van 'n ambagsman wat lid is van die Bystandsfonds opskort weens slegte weer, en sodanige ambagsman as gevolg van sodanige opskorting van sy loon verloor, moet die Bystandsfonds so spoedig doenlik daarna, en na ontvangs van 'n aansoek op die voorgeskrewe vorm, vergesel van 'n verklaring deur sy werkgever om sy eis te staaf, hom 75c per uur 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 werkdare wat hy in sodanige week verloor het nie, en voorts met dien verstande dat ingevolge hierdie subklousule die betalings die bedrag van R108 nie te bowe mag gaan in 'n siklus van 12 weke vanaf die datum ten opsigte waarvan die eerste betaling gedoen word nie.

(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;

(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) (i) The Benefit Fund shall from its general funds continue to pay on behalf of such member in respect of the period for which sick payment is made, the premium payable to the company mentioned in subclause (5) of this clause.

(ii) 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 Agreement published under Government Notice R. 1784 dated 12 November 1965, or any superseding 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' Stabilization Fund and as a result thereof qualifies for holiday pay, shall not receive sick pay as described above in this paragraph.

(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 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 desires to remain eligible for sick benefits, pay to the Council the sum of 28 cents per week. The Council shall issue the member concerned with a special voucher in respect of each such payment and the said member shall fix the said voucher in his contribution card on the space in such contribution card on which

(2) **Siektebystand.**—(a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siekageld 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 werkdade, en daarna op R1.60 per werkdag;

(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 werkdade 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 siekageld wat sodanige lid ontvang, beëindig. So 'n lid is vanaf 'n datum wat die Bestuurskomitee bepaal, nie meer op siekageld geregtig nie, en die Sekretaris moet hom skriftelik van sodanige datum in kennis stel.

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

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

(c) (i) Die Bystandsfonds moet verder uit sy algemene fondse namens sodanige lid ten opsigte van die tydperk waarin hy siekageld ontvang, die premie betaal wat aan die maatskappy betaalbaar is, soos in subklousule (5) van hierdie klousule vermeld.

(ii) 'n Lid wat aan die einde van 'n tydkring van een jaar kragtens subklousule (2) (a) (i) of (ii) siekageld ontvang teen R1.60 per werkdag of R3.20 per werkdag, moet gedurende die jaarlikse verloftydperk voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1784 van 12 November 1965 of enige ooreenkoms wat dit vervang, siekageld 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 bewys van die Diensstabilisasiefonds van die Bounywerheid ontvang het, en as gevolg daarvan vir vakansiebesoldiging kwalifiseer, geen siekageld ontvang soos hierbo in hierdie paragraaf uiteengesit nie.

(d) Indien 'n lid, nadat hy kragtens paragraaf (a) van hierdie subklousule siekageld 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 bepalings van paragraaf (a) van hierdie subklousule *mutatis mutandis* van toepassing.

(e) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is 'n lid nie geregtig op siekageld in ondergenoemde gevalle nie:—

(i) Indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor vergoeding ooreenkomstig die Ongevalwet, 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 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.

(f) 'n Lid wat siekageld 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 siekageld 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 siekageld vir dié tydperk betaal nie.

(g) 'n Lid wat nie langer op siekageld kragtens hierdie klousule geregtig is nie, mag aansoek doen om betaling van voordele ten opsigte van permanente ongeskiktheid kragtens subklousule (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, mag, indien hy wil bly kwalifiseer vir siektevoordele, aan die Raad die som van 28c per week betaal. 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

appears a similar date as that in respect of which the voucher is issued. The voucher referred to in this subclause shall be in the form as may be determined by the Council from time to time.

(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 duty or training in pursuance of the Defence Act shall be exempted from paying contributions to the Benefit Fund and shall not be entitled 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 duty 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.

die bydrackaart waarop dieselfde datum verskyn as dié ten opsigte waarvan die bewys uitgereik is. Die bewys in hierdie subklousule bedoel, moet in dié vorm wees as wat die Raad van tyd tot tyd mag bepaal.

(3) *Spesiale permanente-ongeskiktheidsvoordeel.*—(a) 'n Lid wat, na die mening van die Bestuurskomitee, weens 'n besering, gesigsvlies 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 eventuele verdienvermoë buite die Nywerheid, en op die aantal jare wat hy as ambagsman in diens was:—

- (i) Tien jaar en langer: R13.00 per maand.
- (ii) Vyftien jaar en langer: R15.00 per maand.
- (iii) Vyf-en-twintig jaar en langer: R17.00 per maand.
- (iv) Vyf-en-dertig jaar en langer: R19.00 per maand.

(c) Betalings wat kragtens hierdie subklousule 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 sy 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 subklousule (5) hiervan bedoel, betaal.

(4) *Algemene bepalinge van toepassing op subklousules (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 mag vereis nie.

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

(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 sal dit nie hervat word nie tot tyd en wyl die bedrag wat in die krediet van die Bystandsfonds staan R80,000 te bowe gaan.

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

(e) 'n Werknemer is nie geregtig op siekegeld 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 ondergemelde bepalinge 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 sal aanspreeklik gehou word 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 bedrae aldus betaal op hom te verhaal.

(h) Voordele wat kragtens hierdie Ooreenkoms toegeken of toegestaan word, is onderworpe aan dié voorwaarde dat die lid die Bystandsfonds onmiddellik in kennis stel van die eventuele 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 eventuele verandering in die geldelike omstandighede of werkvermoë van die applikant.

(5) *Pension.*—(a) The Council shall in the manner prescribed in this clause establish a pension and life assurance scheme for members of the Benefit Fund.

(b) For the purpose of implementing the objects of this subclause, the Council shall negotiate with the Federated Employers' Insurance Company Limited for the establishment of a satisfactory pension and life assurance scheme.

(c) Of the total of each weekly contribution prescribed in terms of clause 6 of the Agreement the Council shall pay to the Federated Employers' Insurance Company Limited for the purpose of the said pension and life assurance scheme the sum of R3.80. Such payment to the Federated Employers' Insurance Company Limited shall be made monthly.

(d) Copies of all documents containing detailed information of the pension and life assurance scheme as established in terms of this Agreement and any amendment thereof, shall be lodged with the Secretary for Labour.

(e) 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.

(f) 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.

(6) *Special benefits.*—Notwithstanding anything 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 (as amended) 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 expiration 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 clause 7 (4) (f).

(c) An employee who leaves the Building Industry at any time after the expiration 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.

(5) *Pensioen.*—(a) Die Raad moet 'n pensioen- en lewensassuransieskema vir lede van die Bystandsfonds in die lewe roep, en wel op dié wyse soos in hierdie klousule voorgeskryf.

(b) Ten einde die doelstellings van hierdie subklousule te verwesenlik, moet die Raad met die Federated Employers' Insurance Company Limited onderhandel aangaande die inwerkingstelling van 'n bevredigende pensioen- en lewensassuransieskema.

(c) 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 aan die Federated Employers' Insurance Company Limited die som van R3.80 betaal. Hierdie betaling aan die Federated Employers' Insurance Company Limited moet maandeliks geskied.

(d) Afskrifte van alle dokumente wat omvattende inligting bevat betreffende die pensioen- en lewensassuransieskema soos ooreenkomstig hierdie Ooreenkoms en enige wysiging daarvan gestig, moet by die Sekretaris van Arbeid voorgelê word.

(e) Die opgehoopde regte van bydraers tot die Pensioenfonds 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.

(f) 'n Lid wat weens die feit dat hy werkloos is en nie vir Stabilisasiefondsvoordele kwalifiseer nie, of werkzaam is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, geen bydraes ingevolge hierdie klousule betaal nie, mag, 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) *Spesiale voordele.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 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 vasstel waarop sodanige voorskotte gegee word en die wyse waarop terugbetaling ten opsigte van sodanige voorskotte moet geskied, soos die Bestuurskomitee van tyd tot tyd mag 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 geadmistreer 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 geldigheidstermyn 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 klousule 7 (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. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

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

(b) Each employer shall, subject to the provisions of sub-clauses (c) and (d) hereof, contribute to the National Fund an amount of 8 cents per week in respect of each of his employees to whom this agreement applies.

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

(d) 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.

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

(f) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (b), less a collection fee of 2½ per cent, which amount shall accrue to the General Funds of the Council.

(g) 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 Labour. For the purpose 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 subclauses (1) and (2) of clause 6 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 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.

(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.

8. DIE NASIONALE ONTWIKKELINGSFONDS VAN DIE BOUNYWERHEID

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

(b) Elke werkgever moet, behoudens subklousules (c) en (d) hiervan, 'n bedrag van 8c per week ten opsigte van elk van sy werknemers op wie hierdie Ooreenkoms van toepassing is, tot die Nasionale Fonds bydra.

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

(d) 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.

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

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

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

9. DIENSSTABILISASIEFONDS VAN DIE BOUNYWERHEID

(1) (a) Die Fonds wat ingestel is by Goewermmentskennisgewing 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 subklousules (1) en (2) van klousule 6 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 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 benodig 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 op enige ander wyse deur die Registrateur goedgekeur.

(f) Alle uitbetalings uit die Stabilisasiefonds moet per tjek geskied, en alle tjeks moet deur die Voorsitter, Ondervoorsitter of sodanige ander lede en sekundi van die Bestuurskomitee soos wat die Bestuurskomitee van tyd tot tyd mag besluit, onderteken word, en moet medeonderteken word deur die Sekretaris of sodanige ander sekundi van die Sekretaris soos die Bestuurskomitee van tyd tot tyd mag besluit.

(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 verteenwoordiging in die Raad het, asook 'n gelyke getal verteenwoordigers van die werkgeversorganisasies 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 bepalinge 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) 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 Labour.

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

(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.

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.

(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 die;

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

(c) Die Bestuurskomitee mag 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 Arbeid oorgelê word.

(d) Die Bestuurskomitee moet 'n Sekretaris aanstel, wat bekend staan as die Sekretaris van die Stabilisasiefonds, asook sodanige ander personeel en agentskappe soos 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, sal wees soos 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 werkgevers ontvang het nie.

(ii) Indien die bedrag wat in die krediet van die Fonds staan te enige tyd onderkant R50,000 daal, moet uitbetalings opgeskort word, en mag dit 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 om 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 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 Bounwyerheid en die Monumentklippesselsnywerheid te bevorder, en ten einde dit te verwesenlik, die 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 oorgeskryf deur ooreenkomsde van die Nywerheidsraad vir die Bounwyerheid (Transvaal);

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

(iii) die dinge te doen wat die Bestuurskomitee 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, 11 en 12 van hierdie Ooreenkoms is *mutatis mutandis* op die Stabilisasiefonds van toepassing.

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

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 geadminestreer 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 die 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.

Upon the expiration 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' 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.

(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.

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 20th day of November 1968.

N. G. LEVEY, *Chairman*.
F. G. STANIER, *Vice-Chairman*.
D. B. EHLERS, *Secretary*.

No. R. 675

25 April 1969

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL

I, Marais Viljoen, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 674 of 25 April 1969, may be binding in terms of the Industrial Conciliation Act, 1956, hereby 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 benefits in terms of the said Agreement.

M. VILJOEN,
Minister of Labour.

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, gelikwedeer word.

11. LIKWIDASIE

Wanneer die Fonds ingevolge klousule 2 (2) gelikwedeer 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-vyftes moet betaal word aan die werkgewersorganisasies wat in die Raad verteenwoordig is ten tyde van sy ontbinding of van die verstryking van die Ooreenkoms, na gelang van watter een 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-vyftes 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 jonste 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. VRYSTELLINGS

(1) Die Raad mag 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) Ten opsigte van 'n vrystelling kragtens hierdie klousule, stel die Raad die voorwaardes en die tydperk van vrystelling vas: 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.

Hede die 20ste dag van November 1968 te Johannesburg onderteken.

N. G. LEVEY, *Voorzitter*.
F. G. STANIER, *Ondervoorzitter*.
D. B. EHLERS, *Sekretaris*.

No. R. 675

25 April 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid, stel hierby ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 674 van 25 April 1969, kragtens die Wet op Nywerheidsversoeniging, 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 siektevoordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

CONTENTS

INHOUD

No.	PAGE
Labour, Department of	
GOVERNMENT NOTICES	
R. 674. Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Benefit Fund Agreement ...	1
R. 675. Factories, Machinery and Building Work Act, 1941: Building and Monumental Masonry Industries, Transvaal ...	13

No.	BLADSY
Arbeid, Departement van	
GOEWERMENTSKENNISGEWINGS	
R. 674. Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Bystandsfondsooreenkoms ...	1
R. 675. Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Bou- en Monumentklipmesselnywerheid, Transvaal ...	13

YOUR SAVINGS EARN

4%

INTEREST PER ANNUM

IN THE

POST OFFICE SAVINGS BANK

DEPOSITS AND WITHDRAWALS CAN BE MADE AT ANY ONE OF MORE THAN 1,600 POST OFFICES IN THE REPUBLIC OF SOUTH AFRICA AND SOUTH WEST AFRICA, IRRESPECTIVE OF WHERE YOUR ACCOUNT WAS ORIGINALLY OPENED.