



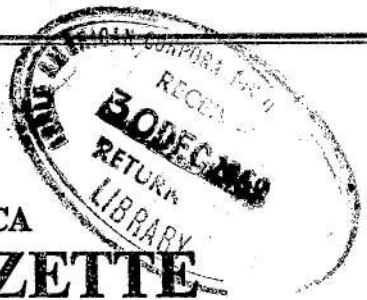
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GOVERNMENT GAZETTE

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CAPE TOWN, 19TH DECEMBER, 1969.
KAAPSTAD, 19 DESEMBER 1969.

[No. 2589.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3969.] [19th December, 1969.]

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL**

EXTENSION OF MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the period fixed in Government Notice R.953 of 13 June 1969 by a further period ending on 22 June 1970.

M. VILJOEN,
Minister of Labour.

No. R.3970.] [19th December, 1969.]

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL**

AMENDMENT OF MAIN 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 (hereinafter referred to

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3969.] [19 Desember 1969.]

WET OP NYWERHEIDSVERSOENING, 1956

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL**

VERLENGING VAN HOOFOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperk vasgestel in Goewermentskennisgewing R.953 van 13 Junie 1969, met 'n verdere tydperk wat op 22 Junie 1970 eindig.

M. VILJOEN,
Minister van Arbeid.

No. R.3970.] [19 Desember 1969.]

WET OP NYWERHEIDSVERSOENING, 1956

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL**

WYSIGING VAN HOOFOOREENKOMS

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 (hieronder die Wysigingsooreenkoms

as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding from the second Monday after the date of publication of this notice and for the period ending on 22 June 1970, upon the employers' organizations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organizations or unions;

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 3, shall be binding from the second Monday after the date of publication of this notice and for the period ending on 22 June 1970, 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 (No. J.Q.-4341) which falls within the said radius); the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of 29 March, 1956, fell within the Magisterial District of Pretoria); and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending on 22 June 1970, the provisions of the Amending Agreement, excluding those contained in clause 3, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL) (MAIN 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' organizations") of the one part,

and the

Amalgamated Society of Woodworkers of South Africa;

genoem) 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 op 22 Junie 1970 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 3, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Junie 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (No. J.Q.-4341) wat binne genoemde straal val); die gebiede binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het); en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 3, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Junie 1970 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL) (HOOFOOREENKOMS)

OOREENKOMS

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

Master Builders' and Allied Trades Association (Witwatersrand);

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

(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;
White Building Workers' Union;
Operative Plasterers' Trade Union of South Africa;

(hereinafter referred to as "the employees" or "the trade unions") of the other part,
being parties to the Industrial Council for the Building Industry (Transvaal), to amend the Agreement published under Government Notice No. R.953 of 13th June, 1969, as extended by Government Notice No. R.3969 of 19th December, 1969, as follows:

1. CLAUSE 15.—PENSION OR LIKE FUND

Delete sub-clauses (1), (2) and (3) and substitute therefor the following:

"(1) Every employer shall in respect of every employee of any of the classes of employees mentioned hereunder employed by him for 16 or more hours during a week (excluding overtime) pay to the Council in accordance with the procedure laid down in sub-clause (5) of this clause the amounts prescribed hereunder:

- (a) Driver of a mechanical vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is over 7,700 lb.: R2.40 per week.
- (b) Driver of a mechanical vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is up to and including 7,700 lb.: R1.60 per week.
- (c) Operative Grade I: R2.40 per week.
- (d) Operatives Grades II to V (inclusive): R1.60 per week.
- (e) Employees for whom wages are prescribed in clause 4 (1) (h) of this Agreement: 80 cents per week.
- (f) Operator of a power driven crane: R2.40 per week.

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

- (a) Employees for whom contributions are prescribed in sub-clause (1) (a) hereof: 6 cents per hour.
- (b) Employees for whom contributions are prescribed in sub-clause (1) (b) hereof: 4 cents per hour.
- (c) Operative Grade I: 6 cents per hour.
- (d) Operatives Grades II to V (inclusive): 4 cents per hour.
- (e) Employees for whom wages are prescribed in clause 4 (1) (h) of this Agreement: 2 cents per hour.
- (f) Operator of a power driven crane: 6 cents per hour.

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

2. CLAUSE 15A. NON-ARTISAN SICK PAY FUND FOR THE BUILDING INDUSTRY (TRANSVAAL)

Insert the following new clause:

"15A.—Non-Artisan Sick Pay Fund for the Building Industry (Transvaal)

- (1) (a) Every employer shall in respect of every employee, for whom wages are prescribed in clause 4 (1) (a), (b), (c), (d), (e), (f), (h) and (i) of this Agreement, employed by him for 16 or more hours during a week (excluding overtime) pay to the Council in respect of the Non-Artisan Sick Pay Fund for the Building Industry (Transvaal) established in terms of the Agreement published under Government Notice No. R.3971 of 19th December, 1969, the amount of 10 cents per week, provided that where an employee is employed by two or more employers during the same week the contribution shall be made by the employer by whom he was first employed during that week for not less than 16 hours ordinary time.

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

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal), om die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R.953 van 13 Junie 1969, soos verleng by Goewermmentskennisgewing No. R.3969 van 19 Desember 1969, soos volg te wysig:

1. KLOUSULE 15 — PENSIOEN- OF SOORTGELYKE FONDS

Skrap subklousules (1), (2) en (3) en vervang deur die volgende:

„(1) Elke werkgever moet ten opsigte van elke werknemer van enige van die klasse werknemers hieronder genoem, wat gedurende 'n week 16 of meer uur (uitgesonderd oortydwerk) in sy diens was, die bedrae hieronder voorgeskryf aan die Raad betaal ooreenkomstig die prosedure voorgeskryf in subklousule (5) van hierdie klousule:

- (a) Drywer van 'n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, meer as 7,700 lb. is: R2.40 per week.
- (b) Drywer van 'n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, hoogstens 7,700 lb. is: R1.60 per week.
- (c) Werkman graad I: R2.40 per week.
- (d) Werkmanne graad II tot en met V: R1.60 per week.
- (e) Werknemers vir wie lone in klousule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word: 80 sent per week.
- (f) Bediener van 'n kragaangedrewe hyskraan: R2.40 per week.

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

- (a) Werknemers vir wie bydraes in subklousule (1) (a) hiervan voorgeskryf word: 6 sent per uur.
- (b) Werknemers vir wie bydraes in subklousule (1) (b) hiervan voorgeskryf word: 4 sent per uur.
- (c) Werkman graad I: 6 sent per uur.
- (d) Werkmanne graad II tot en met V: 4 sent per uur.
- (e) Werknemers vir wie lone in klousule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word: 2 sent per uur.
- (f) Bediener van 'n kragaangedrewe hyskraan: 6 sent per uur.

(3) 'n Werkgever is daarop geregtig om die toepaslike bedrae van die bydraes ingevolge subklousule (1) hiervan deur hom betaal, af te trek van die besoldiging van die werknemers in subklousule (1) hiervan genoem: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die aftrekking slegs gemaak kan word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 16 uur in diens was."

2. KLOUSULE 15A—SIEKEFONDS VIR NIE-AMBAAGSMANNE IN DIE BOUNYWERHEID (TRANSVAAL)

Voeg die volgende nuwe klousule in:

„15A. Siekefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal)

- (1) (a) Elke werkgever moet ten opsigte van elke werknemer vir wie lone in klousule 4 (1) (a), (b), (c), (d), (e), (f), (h) en (i) van hierdie Ooreenkoms voorgeskryf word, wat gedurende 'n week 16 of meer uur (uitgesonderd oortydwerk) in sy diens was, aan die Raad ten opsigte van die Siekefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal), wat gestig is ingevolge die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R.3971 van 19 Desember 1969, die bedrag van 10 sent per week betaal: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die bydrae betaal moet word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 16 uur gewone tyd in diens was.

- (b) (i) In addition to any other remuneration to which an employee may be entitled, every employer shall pay weekly to every employee employed by him an allowance of $\frac{1}{4}$ cent in respect of every hour ordinary time worked, provided that the said allowance shall be paid on not more than 40 hours in any one week.
- (ii) An employer shall be entitled to deduct from the remuneration of an employee the contribution made in terms of paragraph (b) (i) of this sub-clause, provided that where an employee is employed by two or more employers during the same week the deduction shall be made by the employer by whom he was first employed during that week for 16 or more ordinary working hours.
- (c) The contributions payable in terms of sub-clause (1) (a) hereof shall be paid to the Council in accordance with the procedure prescribed in Clause 15 (5) of this Agreement.
- (d) The provisions of Clause 15 (6) to (12) (inclusive) shall also be observed in respect of this clause.

(2) Sick Payment.

The employees in respect of whom contributions are paid into the said Fund shall be paid sick pay on the conditions laid down in Clause 12A of the Agreement referred to in sub-clause (1) hereof, provided the following rates shall apply:

- (a) Driver of a mechanical vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle, is over 7,700 lb.: R2.50 per working day.
- (b) Driver of a mechanical vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, is up to and including 7,700 lb.: R2.00 per working day.
- (c) Operative Grade I: R2.50 per working day.
- (d) Operatives Grades II to V (inclusive): R2.00 per working day.
- (e) Employees for whom wages are prescribed in clause 4 (1) (h) of this Agreement: R1.00 per working day.
- (f) Operator of a power driven crane: R2.50 per working day."

3. CLAUSE 26—TRADE UNION OFFICIALS

Add the following at the end of Clause 26:

"provided that such permission shall not unreasonably be withheld".

Signed at Johannesburg on this 20th day of October 1969.

N. G. LEVEY,
Chairman.

G. DE C. MALHERBE,
Vice-Chairman.

D. B. EHLERS,
Secretary.

No. R.3971.]

[19th December, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL

AMENDMENT OF LABOURERS' AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding

- (b) (i) Benewens ander besoldiging waarop 'n werknemer geregtig is, moet elke werkgever weekliks aan elke werknemer wat by hom in diens is, 'n toelae van $\frac{1}{4}$ sent ten opsigte van elke uur gewone tyd gewerk betaal: Met dien verstande dat genoemde toelae op hoogstens 40 uur in 'n week betaal moet word.
- (ii) 'n Werknemer is daarop geregtig om die bedrag wat ingevolge paragraaf (b) (i) van hierdie subklousule betaal is, van die besoldiging van 'n werknemer af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die aftrekking gemaak moet word deur die werkgever by wie hy die eerste gedurende daardie week vir 16 of meer gewone werkdure in diens was.
- (c) Die bydraes wat ingevolge subklousule (1) (a) hiervan betaalbaar is, moet ooreenkomstig die prosedure voorgeskryf in klousule 15 (5) van hierdie Ooreenkoms, aan die Raad betaal word.
- (d) Die bepalinge van klousule 15 (6) tot en met (12) moet ook ten opsigte van hierdie klousule nagekom word.

(2) Siektebetaling

Die werknemers ten opsigte van wie bydraes in genoemde Fonds inbetaal word, moet siekegeld betaal word op die voorwaardes voorgeskryf in klousule 12A van die Ooreenkoms wat in subklousule (1) hiervan bedoel word, met dien verstande dat die volgende skale van toepassing is:

- (a) Drywer van 'n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, meer as 7,700 lb. is: R2.50 per werkdag.
- (b) Drywer van 'n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, hoogstens 7,700 lb. is: R2.00 per werkdag.
- (c) Werkman graad I: R2.50 per werkdag.
- (d) Werkmanne graad II tot en met V: R2.00 per werkdag.
- (e) Werknemers vir wie lone in klousule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word: R1.00 per werkdag.
- (f) Bediener van 'n kragaangedrewe hyskraan: R2.50 per werkdag."

3. KLOUSULE 26—VAKVERENIGINGBEAMPTES

Voeg die volgende aan die einde van klousule 26 by:

„Met dien verstande dat sodanige toestemming nie onredelik weerhou mag word nie."

Op hede die 20ste dag van Oktober 1969 in Johannesburg onderteken.

N. G. LEVEY,
Voorsitter.

G. DE C. MALHERBE,
Ondervoorsitter.

D. B. EHLERS,
Sekretaris.

No. R.3971.]

[19 Desember 1969.

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL

WYSIGING VAN ARBEIDERSOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrek-

from the second Monday after the date of publication of this notice and for the period ending on 22 June 1972, upon the employers' organizations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organizations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on 22 June 1972, 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, Benoni, Germiston, Boksburg, Brakpan (excluding any portions of the two last-mentioned Magisterial Districts which, prior to the publication of Government Notice No. 1779 of 6 November, 1964, fell within the Magisterial District of Heidelberg but outside a radius of 10 miles from the General Post Office, Heidelberg, and excluding any portion of the Magisterial District of Brakpan which, prior to the publication of Government Notice No. 498 of 1 April, 1966, fell within the Magisterial District of Nigel but outside a radius of 10 miles from the General Post Office, (Nigel), Heidelberg (Transvaal) (excluding the area falling outside a radius of 10 miles from the General Post Office, (Heidelberg), Johannesburg (excluding any portion which prior to the publication of Government Notice No. 1383 of 11 September, 1964, fell within the Magisterial District of Roodepoort but outside a radius of 30 miles from the General Post Office, (Krugersdorp), Kempton Park (excluding any portion which prior to the publication of Government Notice No. 551 of 29 March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, (Pretoria), Nigel (excluding the area falling outside a radius of 10 miles from the General Post Office, (Nigel) and Springs, and in the areas within a radius of 30 miles from the General Post Office, Krugersdorp, 20 miles from the General Post Offices, Vereeniging and Pretoria (excluding that portion of the Bantu Area Uitvalgrond (J.Q.-4341) falling within the latter radius), and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending on 22 June 1972 the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

king het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Junie 1972 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Junie 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan (uitgesonderd enige gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermmentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg maar buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg geval het en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermmentskennisgewing No. 498 van 1 April 1966 binne die landdrosdistrik Nigel maar buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel geval het), Heidelberg (Transvaal) (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Heidelberg val), Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort maar buite 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp geval het), Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van 10 myl vanaf die Hoofposkantoor, Nigel val) en Springs en in die gebiede binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantore, Vereeniging en Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q.-4341) wat binne laasgenoemde straal val), en 10 myl vanaf die Hoofposkantore, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Junie 1972 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY (TRANSVAAL)
(LABOURERS' 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' organizations") of the one part,

and the

Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;

White Building Workers' Union;
Operative Plasterers' Trade Union of South Africa;

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

being parties to the Industrial Council for the Building Industry (Transvaal), to amend the Agreement published under Government Notice No. R.956 of 13th June, 1969, as follows:

1. CLAUSE 4—WAGES

Delete sub-clause (1) and substitute therefor the following:

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

(a) Operator of a hoist	R0.35 per hour.
(b) Operative Grade VI employed in Area A	R0.22½ per hour.
(c) Operative Grade VI employed in Area A on construction work	R0.26 per hour.
(d) Operative Grade VI employed in Area B	R0.18½ per hour.
(e) Operative Grade VI employed in Area B on construction work	R0.22 per hour.
(f) Unskilled labourer employed in Area A	R0.21 per hour.
(g) Unskilled labourer employed in Area A on construction work	R0.24½ per hour.
(h) Unskilled labourer employed in Area B	R0.16½ per hour.
(i) Unskilled labourer employed in Area B on construction work	R0.20 per hour.
(j) Driver of a mechanical dumper	R0.30½ per hour.
(k) Driver of a mechanical dumper on construction work	R0.34 per hour.
(l) Employee engaged on patrolling premises and guarding property	R1.98 per day."

2. CLAUSE 12—PENSION OR LIKE FUND

Delete sub-clauses (1), (2) and (3) and substitute therefor the following:

"(1) Every employer shall in respect of every employee of any of the classes of employees mentioned hereunder who have worked for him for 16 or more hours during a week (excluding overtime) pay to the Council in accordance with the procedure prescribed in sub-clause (5) of this clause, the amounts prescribed hereunder:

- Employees for whom wages are prescribed in clause 4 (1) (a), (j) and (k): R1.20 per week.
- Employees for whom wages are prescribed in clause 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) and (l): 80 cents per week.

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

- Employees for whom wages are prescribed in clause 4 (1) (a), (j) and (k): 3 cents per hour.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(TRANSVAAL)
(ARBEIDERSOOREENKOMS)

OOREENKOMS

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

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

(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;

Blanke Bouwerkersverbond;
Operative Plasterers' Trade Union of South Africa;

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal), om die Ooreenkoms gepubliseer by Goewerments-kennisgewing No. R.956 van 13 Junie 1969, soos volg te wysig:

1. KLOUSULE 4—LONE

Skrap subklousule (1) en vervang deur die volgende:

„(1) Behoudens die oorblywende bepalings van hierdie klousule, mag geen loon wat laer as ondervermelde is, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

(a) Hyserbediener	R0.35 per uur.
(b) Graad VI-werkman werksaam in gebied A	R0.22½ per uur.
(c) Graad VI-bouwerkmán werksaam in gebied A	R0.26 per uur.
(d) Graad VI-werkman werksaam in gebied B	R0.18½ per uur.
(e) Graad VI-bouwerkmán werksaam in gebied B	R0.22 per uur.
(f) Ongeskoolde arbeider werksaam in gebied A	R0.21 per uur.
(g) Ongeskoolde bouarbeider werksaam in gebied A	R0.24½ per uur.
(h) Ongeskoolde arbeider werksaam in gebied B	R0.16½ per uur.
(i) Ongeskoolde bouarbeider werksaam in gebied B	R0.20 per uur.
(j) Bediener van 'n meganiese stortbak	R0.30½ per uur.
(k) Bediener van 'n meganiese stortbak by bouwerk	R0.34 per uur.
(l) Werknemer wat persele patroleer en eiendom bewaak	R1.98 per dag."

2. KLOUSULE 12—PENSIOEN- OF SOORTGELYKE FONDS

Skrap subklousules (1), (2) en (3) en vervang deur die volgende:

„(1) Elke werkgewer moet ten opsigte van elke werknemer van enige van die klasse werknemers hieronder genoem, wat gedurende 'n week 16 of meer uur (uitgesonderd oortydwerk) by hom gewerk het, die bedrae hieronder voorgeskryf aan die Raad betaal ooreenkomstig die prosedure in subklousule (5) van hierdie klousule voorgeskryf:

- Werknemers vir wie lone in klousule 4 (1) (a), (j) en (k) voorgeskryf word: R1.20 per week.
- Werknemers vir wie lone in klousule 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) en (l) voorgeskryf word: 80 sent per week.

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

- Werknemers vir wie lone in klousule 4 (1) (a), (j) en (k) voorgeskryf word: 3 sent per uur.

- (b) Employees for whom wages are prescribed in clause 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) and (l): 2 cents per hour.

(3) An employer shall be entitled, in respect of the contributions made by him in terms of sub-clause (1) hereof, to deduct from the remuneration of the employees mentioned hereunder the following amounts weekly, provided that where an employee is employed by two or more employers during the same week, the deduction may only be made by the employer by whom he was first employed for not less than 16 hours during the week:

- (a) Employees for whom wages are prescribed in clause 4 (1) (a), (j) and (k): R1.20.
(b) Employees for whom wages are prescribed in clause 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) and (l): 80 cents."

3. CLAUSE 12A—NON-ARTISAN SICK PAY FUND FOR THE BUILDING INDUSTRY (TRANSVAAL)

Insert the following new clause:

"12A.—Non-Artisan Sick Pay Fund for the Building Industry (Transvaal)

(1) *Establishment*: There is hereby established the Non-Artisan Sick Pay Fund for the Building Industry (Transvaal), hereinafter referred to as the "Fund".

(2) *Contributions*:

- (a) Every employer shall in respect of every employee, for whom wages are prescribed in clause 4 of this Agreement, employed by him for 16 or more hours ordinary time during a week, pay to the Council in accordance with the procedure prescribed in paragraphs (b) and (c) of this sub-clause the amount of 10 cents per week, provided that where an employee is employed by two or more employers during the same week the contribution shall be made by the employer by whom he was first employed during that week for not less than 16 hours ordinary time.
- (b) (i) In addition to any other remuneration to which an employee may be entitled, every employer shall pay weekly to every employee employed by him an allowance of $\frac{1}{4}$ cent in respect of every hour ordinary time worked, provided that the said allowance shall be paid on not more than 40 hours in any one week.
(ii) An employer shall be entitled to deduct from the remuneration of an employee the contribution made in terms of paragraph (d) of this sub-clause, provided that where an employee is employed by two or more employers during the same week the deduction shall be made by the employer by whom he was first employed during that week for 16 or more ordinary working hours.
- (c) The contributions shall be paid to the Council in accordance with the procedure prescribed in Clause 12 (5) of this Agreement.
- (d) The provisions of clause 12 (6) to (12) (inclusive) of this Agreement shall also be observed in respect of this clause.

(3) *Administration of the Fund*:

- (a) The Fund shall be administered by a Management Committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organizations.
- (b) (i) The Fund shall be administered in accordance with the rules prescribed for the purpose by the Council;
(ii) The Council may at any time make new rules, 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 who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.
- (d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund, which the Management Committee is unable to settle, shall be referred to the Council for its decision.

- (b) Werknemers vir wie lone in klousule 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) en (l) voorgeskryf word: 2 sent per uur.

(3) 'n Werkgewer is daarop geregtig om ten opsigte van die bydraes wat ingevolge subklousule (1) hiervan deur hom betaal is, ondervermelde bedrae weekliks van die besoldiging van ondervermelde werknemers af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die aftrekking slegs gemaak kan word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 16 uur in diens was:

- (a) Werknemers vir wie lone in klousule 4 (1) (a), (j) en (k) voorgeskryf word: R1.20.
(b) Werknemers vir wie lone in klousule 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) en (l) voorgeskryf word: 80 sent."

3. KLOUSULE 12A—SIEKEFONDS VIR NIE-AMBAGSMANNE IN DIE BOUNYWERHEID (TRANSVAAL)

Voeg die volgende nuwe klousule in:

"12A. Siekefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal)

(1) *Stigting*: Hiermee word die Siekefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal), hieronder die "Fonds" genoem, gestig.

(2) *Bydraes*:

- (a) Elke werkgever moet ten opsigte van elke werknemer vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week vir 16 of meer uur gewone tyd in sy diens was, die bedrag van 10 sent per week aan die Raad betaal ooreenkomstig die prosedure voorgeskryf in paragrawe (b) en (c) van hierdie subklousule: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die bydrae betaal moet word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 16 uur gewone tyd in diens was.
- (b) (i) Benewens ander besoldiging waarop die werknemer geregtig is, moet elke werkgever aan elke werknemer wat by hom in diens is, weekliks 'n toelae van $\frac{1}{4}$ sent betaal ten opsigte van elke uur gewone tyd gewerk: Met dien verstande dat genoemde toelae op hoogstens 40 uur in 'n week betaal moet word.
(ii) 'n Werkgever is daarop geregtig om die bydrae wat ingevolge paragraaf (a) van hierdie subklousule betaal is, van die besoldiging van 'n werknemer af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, die aftrekking gemaak moet word deur die werkgever by wie hy die eerste gedurende daardie week vir 16 of meer gewone uur in diens was.
- (c) Die bydraes moet ooreenkomstig die prosedure voorgeskryf in klousule 12 (5) van hierdie Ooreenkoms, aan die Raad betaal word.
- (d) Die bepalinge van klousule 12 (6) tot en met (12) van hierdie Ooreenkoms moet ook ten opsigte van hierdie klousule nagekom word.

(3) *Administrasie van die Fonds*:

- (a) Die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig is, tesame met 'n gelyke getal verteenwoordigers van die werkgeversorganisasies.
- (b) (i) Die Fonds word geadminestreer ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf is.
(ii) Die Raad kan te eniger tyd nuwe reëls opstel, 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 kan weier om enige of al die voordele te betaal aan en/of dit weerhou van 'n lid wat na sy mening op 'n wyse opgetree het wat daarop bereken is om die belange van die Fonds of sy lede te benadeel of dit na redelike waarskynlikheid kan benadeel: Met dien verstande dat sodanige lid die geleentheid gegee moet word om teen die beslissing van die Komitee by die Raad te appelleer, wie se beslissing finaal is.
- (d) 'n geskil betreffende die uitleg, betekenis of bedoeling van 'n bepaling van hierdie klousule of betreffende die administrasie van die Fonds, wat die Bestuurskomitee nie kan besleg nie, moet vir beslissing na die Raad verwys word.

- (e) The members of the Management Committee, the Secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.
- (f) All moneys accruing to the Fund shall be deposited in a bank to the credit of the Fund within two days after receipt thereof.
- (g) The moneys of the Fund shall be applied to the payment of benefits as prescribed in this clause and to payment of any expenditure incurred in connection with the administration of the Fund.
- (h) Any moneys belonging to the Fund may be invested from time to time in Government securities, National Savings Certificates, Post Office savings accounts or certificates, or on fixed deposit, or on call with banks or registered building societies, or in any other manner approved by the Registrar, and any interest accruing from such investments shall accrue to the Fund and may be used for the purpose of meeting expenses of the Fund.
- (i) All payments from the Fund shall be made by cheque signed by the Chairman or Vice-Chairman of the Council or such other members of the Council as the Council may from time to time decide, and countersigned by the Secretary.

(4) Audit of the Fund:

- (a) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the Accounts of the Fund at least once annually and not later than 15 March in each year, prepare a statement showing—
 - (i) all moneys received in terms of the provisions of this Agreement;
 - (ii) expenditure incurred under all headings, during the 12 months ended 31st December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.
- (b) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Secretary for Labour within three months of the close of the period covered by such statement and balance sheet.

(5) Payments from the Fund:

- (a) An employee who by reason of sickness or accident is unable to follow his employment and who qualifies for benefits in terms of this sub-clause shall be entitled to sick pay in accordance with the following provisions:
 - (i) in a cycle of one year from the date on which he becomes unable to work, for a period or periods not exceeding 65 working days in total
 - (aa) in the case of an employee for whom wages are prescribed in clause 4 (1) (a), (j) and (k): R1.50 per working day.
 - (bb) in the case of an employee for whom wages are prescribed in clause 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) and (l): R1.00 per working day.
 - (ii) the Management Committee may at any time when an employee is found to be fit to resume his employment or permanently disabled from following his employment, terminate the sick pay to such employee. Such employee shall cease to be entitled to sick pay from a date to be fixed by the Management Committee and shall be advised of such date, in writing, by the Secretary.
 - (iii) (aa) An employee shall only be entitled to sick pay if the period of his absence from work due to sickness or accident is for a period of not less than four consecutive working days.
 - (bb) Should the period of absence due to sickness or accident be for four consecutive working days or more, sick pay will commence from the first day from which he is unable to follow his employment.
 - (iv) An employee who is receiving sick pay in terms of this sub-clause, shall during the annual holiday period prescribed in terms of clause 18 of this Agreement or any superseding Agreement, continue to receive sick pay at the prescribed rate provided his holiday pay, due to illness or accident, is less than half the holiday pay he would have received, had he worked the full year.

- (e) Die lede van die Bestuurskomitee, die Sekretaris, beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in die loop van die *bona fide*-verrigting van hulle pligte.
- (f) Alle gelde wat die Fonds toeval, moet binne twee dae nadat dit ontvang is, in 'n bank in die krediet van die Fonds gedeponeer word.
- (g) Die gelde van die Fonds moet gebruik word vir die uitbetaling van voordele soos in hierdie klousule voorgeskryf, en vir die betaling van onkoste wat in verband met die administrasie van die Fonds aangegaan is.
- (h) Alle gelde wat aan die Fonds behoort, kan van tyd tot tyd belê word in staatseffekte, Nasionale Spaarsertifikate, Posspaarbankrekenings of -sertifikate, of in vaste deposito-rekenings, of ter opvraging by banke of geregistreerde bouverenigings, of op 'n ander wyse deur die Registrateur goedgekeur; en alle rente wat sodanige beleggings oplewer, val die Fonds toe en kan aangewend word ter bestryding van die onkoste van die Fonds.
- (i) Alle uitbetalings uit die Fonds moet per tjek gedoen word wat onderteken moet word deur die Voorsitter of die Ondervoorsitter van die Raad of sodanige ander lede van die Raad soos die Raad van tyd tot tyd mag besluit, en moet deur die Sekretaris medeonderteken word.

(4) Ouditering van die Fonds:

- (a) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, moet deur die Raad aangestel word en moet die boeke van die Fonds minstens een keer per jaar ouditeer en moet voor of op 15 Maart elke jaar 'n staat opstel wat die volgende toon:
 - (i) Alle gelde wat ooreenkomstig die bepalings van hierdie Ooreenkoms ontvang is;
 - (ii) alle uitgawes onder alle hoofde aangegaan in die loop van die 12 maande geëindig op 31 Desember van die vorige jaar, tesame met 'n balansstaat wat die bate en laste van die Fonds op daardie datum toon.
- (b) Die geouditeerde staat en die balansstaat van die Fonds 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, tesame met die ouditeur se verslag daaroor, moet binne drie maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Arbeid ingedien word.

(5) Uitbetalings uit die Fonds:

- (a) 'n Werknemer wat weens siekte of 'n ongeluk nie sy werk kan verrig nie en wat ingevolge hierdie subklousule vir voordele in aanmerking kom, is op siekegeld geregtig ooreenkomstig die volgende bepalings:
 - (i) In 'n siklus van een jaar vanaf die datum waarop hy vir werk ongeskik raak, vir 'n tydperk of tydperke van hoogstens 65 werkdae altesaam—
 - (aa) in die geval van 'n werknemer vir wie lone in klousule 4 (1) (a), (j) en (k) voorgeskryf word: R1.50 per werkdag,
 - (bb) in die geval van 'n werknemer vir wie lone in klousule 4 (1) (b), (c), (d), (e), (f), (g), (h), (i) en (l) voorgeskryf word: R1.00 per werkdag.
 - (ii) Die bestuurskomitee kan te eniger tyd indien bevind word dat 'n werknemer geskik is om sy werk te hervat of permanent ongeskik is vir diensverrigting, die siekegeld aan sodanige werknemer beëindig. Sodanige werknemer is vanaf 'n datum wat die Bestuurskomitee bepaal, nie meer op siekegeld geregtig nie, en die Sekretaris moet hom skriftelik van sodanige datum in kennis stel.
 - (iii) (aa) 'n Werknemer is slegs op siekegeld geregtig indien hy minstens vier agtereenvolgende werkdae weens siekte of 'n ongeluk van die werk afwesig is.
 - (bb) Indien die tydperk van afwesigheid weens siekte of 'n ongeluk vier agtereenvolgende werkdae of langer is, ontvang hy siekegeld vanaf die eerste dag waarop hy ongeskik is om sy werk te verrig.
 - (iv) 'n Werknemer wat ingevolge hierdie subklousule siekegeld ontvang, moet gedurende die jaarlikse verloftydperk voorgeskryf ingevolge klousule 18 van hierdie Ooreenkoms of 'n ooreenkoms wat dit vervang, siekegeld teen die voorgeskrewe skaal bly ontvang mits sy verlofbetaling weens siekte of 'n ongeluk minder as die helfte van die verlofbetaling is wat hy sou ontvang het indien hy die volle jaar sou gewerk het.

(v) Notwithstanding anything to the contrary contained in this clause, an employee shall not be entitled to sick pay—

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

(bb) If he is suffering from alcoholism, drug addiction or its sequelae or is incapacitated through sickness due to his own negligence or misconduct;

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

(b) The Fund shall from its general funds continue to pay on behalf of such employee in respect of the period for which sick payment is made, the contributions prescribed in clause 12 (1).

(c) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Council may require.

(d) To qualify for the benefits provided for in this sub-clause the employer of an employee claiming benefits must have made contributions in respect of such employee for at least 13 consecutive weeks immediately prior to the commencement of the period in respect of which the employee applies for benefits.

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

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

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

(6) Administration by Trustees:

In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the Committee may be filled by the Registrar from either employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon expiration of this Agreement after the dissolution of the Council, or it ceasing to function, the Fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or the trustees as the case may be, in the manner set forth in sub-clause (7) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in sub-clause (7) of this clause.

(7) Liquidation:

Upon liquidation of the Fund and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

(v) Ondanks andersluidende bepalinge in hierdie klousule, is 'n werknemer in ondergenoemde gevalle nie op siekegeld geregtig nie:

(aa) Indien hy van die werk afwesig is as gevolg van 'n ongeluk waarvoor skadeloosstelling ooreenkomstig die Ongevalwet, 1941, betaalbaar is;

(bb) indien hy aan alkoholisme, verslaaftheid aan verdovingsmiddels of die gevolge daarvan ly, of ongeskik vir werk is weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

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

(b) Die Fonds moet die bydraes voorgeskryf in klousule 12 (1) uit sy algemene fondse bly betaal namens sodanige werknemer ten opsigte van die tydperk waarvoor siekegeld betaal word.

(c) Geen betaling word kragtens hierdie klousule gedoen indien die applikant versuim om dié tersaaklike inligting aan die Bestuurskomitee te verstrek wat die Raad mag vereis nie.

(d) Ten einde in aanmerking te kom vir die voordele in hierdie subklousule bepaal, moet die werkgewer van 'n werknemer wat voordele eis, bydraes betaal het vir minstens 13 agtereenvolgende weke wat die aanvang van die tydperk ten opsigte waarvan die werknemer om voordele aansoek doen, onmiddellik voorafgegaan het.

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

(f) Voordele wat ingevolge hierdie klousule aan werknemers toegestaan word, word gegrond op die inligting wat deur die applikant verstrek word. Die applikant word aanspreeklik gehou vir die totale bedrag van enige voordele wat op grond van valse inligting wat verstrek is, betaal is, en die Fonds het die reg om alle bedrae aldus betaal op hom te verhaal.

(g) Voordele wat kragtens hierdie klousule toegeken of toegestaan word, is onderworpe aan die voorwaarde dat die lid die Fonds onmiddellik in kennis stel van 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 vroegtijdig ingetrek kan word, na gelang van die geval. Die Fonds het die nodige magtiging om voordele te verhaal wat uitbetaal is, onderwyl die Fonds onbewus van 'n verandering in die geldelike omstandighede of werkvermoë van die applikant.

(6) Administrasie deur trustees:

Ingeval hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede beëindig word, moet die Fonds verder deur die Raad geadminestreer word tot tyd en wyl dit of gelikwider of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die oorspronklike Fonds gestig is.

Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet nog bindend is, kan die Registrateur 'n komitee uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante aanstel, en die Fonds moet verder deur sodanige Komitee geadminestreer word. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur uit die geledere van of die werkgewers of die werknemers gevul word, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe veel is. Ingeval sodanige Komitee nie daartoe in staat is nie of gewillig is om sy pligte uit te voer of ingeval 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van die Komitee. Indien hierdie Ooreenkoms verstryk nadat die Raad ontbind is of dit opgehou het om te funksioneer, moet die Fonds op die wyse uiteengesit in subklousule (7) van hierdie klousule, deur die Komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of die trustees, na gelang van die geval, gelikwider word, en indien die Raad se sake by die verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in subklousule (7) van hierdie klousule bepaal.

(7) Likwidasie:

Wanneer die Fonds gelikwider word en nadat alle krediteure, administrasie- en likwidasiekoste betaal is, moet soos volg gehandel word met die gelde wat in die krediet van die Fonds staan:

(aa) Two-fifths to the employers' organizations 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 organization as at the date of liquidation.

(bb) 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.

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

Signed at Johannesburg on this 20th day of October, 1969.

N. G. LEVEY,
Chairman.

G. DE C. MALHERBE,
Vice-Chairman.

D. B. EHLERS,
Secretary.

No. R.3972.]

[19th December, 1969.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

EXEMPTION FROM SICK LEAVE PROVISIONS

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreements published under Government Notices R.953 and R.956 of 13 June 1969, as amended, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreements from the requirements of section 21A of the firstmentioned Act in respect of employees who are entitled to sick benefits in terms of clauses 15A and 12A respectively, of the said Agreements.

M. VILJOEN,
Minister of Labour.

(aa) Twee-vyfdes moet betaal word aan die werkgewersorganisasies wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, proporsioneel tot die getal lede wie se bydraes opbetaal is, en wat op die datum van die likwidasie aan elke sodanige organisasie behoort.

(bb) Twee-vyfdes moet betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, en moet onder sodanige vakverenigings verdeel word proporsioneel tot die lidmaatskap van elke sodanige vakvereniging op die datum van die likwidasie. Die uitdrukking „lidmaatskap” is beperk tot dié lede wat deur hierdie Ooreenkoms gedek is.

(cc) Een-vyfde moet aan die Registrateur betaal word, en hy moet ingevolge artikel 34 (4) (c) van die Wet daarmee handel."

Op hede die 20ste dag van Oktober 1969 in Johannesburg onderteken.

N. G. LEVEY,
Voorsitter.

G. DE C. MALHERBE,
Ondervoorsitter.

D. B. EHLERS,
Sekretaris.

No. R.3972.]

[19 Desember 1969.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL

Ek, MARAIS VILJOEN, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkomste gepubliseer by Goewermentskennisgewings R.953 en R.956 van 13 Junie 1969, soos gewysig, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderhewig is aan die bepalinge van genoemde Ooreenkomste vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat kragtens onderskeidelik klousules 15A en 12A van genoemde Ooreenkomste op siektevoordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.3973.]

[19th December, 1969.]

INDUSTRIAL CONCILIATION ACT, 1956

WORK RESERVATION DETERMINATION NO. 6—
BUILDING INDUSTRY, TRANSSVAAL AND
ORANGE FREE STATEEXEMPTION IN RESPECT OF CERTAIN AREAS
IN TRANSSVAAL

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination No. 6, published under Government Notice 17 of 2 June 1961 and republished under Government Notice R.1871 of 6 December 1963, with effect from 23 December 1969 and for such period or periods as the Agreement relating to the Building and Monumental Masonry Industries, Transvaal, published under Government Notice R.953 of 13 June 1969, as extended, may be binding in terms of the said Act, to all employers and employees bound by the said Agreement, to the extent that persons who are not White persons may perform any work in the said Industry other than the work specified in the definition of "artisan" in clause 3 of the said Agreement or the work performed by an employee referred to in clause 4 (1) (g) (ii) of the said Agreement, the work of operating a power crane and the work of driving a mechanical vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, exceeds 7,700 pounds.

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

No. R.3973.]

[19 Desember 1969.]

WET OP NYWERHEIDSVERSOENING, 1956

WERKRESERVERINGVASTELLING NO. 6—
BOUNYWERHEID, TRANSSVAAL EN
ORANJE-VRYSTAATVRYSTELLING TEN OPSIGTE VAN SEKERE
GEBIEDE IN TRANSSVAAL

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, vrystelling van die bepalings van Vastelling No. 6 wat by Goewermementskennisgewing 17 van 2 Junie 1961 gepubliseer en by Goewermementskennisgewing R.1871 van 6 Desember 1963 herpubliseer is, aan alle werkgewers en werknemers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermementskennisgewing R.953 van 13 Junie 1969, soos verleng, bindend is, verleen het vanaf 23 Desember 1969 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om enige werk in genoemde Nywerheid te verrig, uitgesonderd die werk gespesifiseer in die omskrywing van „ambagsman” in klousule 3 van genoemde Ooreenkoms, of werk wat verrig word deur ’n werknemer bedoel in klousule 4 (1) (g) (ii) van genoemde Ooreenkoms, die bediening van ’n kragaangedrewe hyskraan en die bestuur van ’n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van ’n sleepwa of sleepwaens wat aan sodanige voertuig geheg is of daardeur getrek word, meer as 7,700 pond is.

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

CONTENTS.

Department of Labour.

GOVERNMENT NOTICES.

No.		PAGE
R.3969	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Extension of Main Agreement	1
R.3970	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Amendment of Main Agreement	1
R.3971	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Amendment of Labourers' Agreement	4
R.3972	Factories, Machinery and Building Work Act, 1941: Exemption from Sick Leave Provisions: Building and Monumental Masonry Industries, Transvaal ..	10
R.3973	Industrial Conciliation Act, 1956: Work Reservation Determination No. 6—Building Industry, Transvaal and Orange Free State: Exemption in Respect of certain areas in Transvaal	11

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

No.		BLADSY
R.3969	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Verlenging van Hoofdooreenkoms	1
R.3970	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Wysiging van Hoofdooreenkoms	1
R.3971	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Wysiging van Arbeidersooreenkoms	4
R.3972	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Vrystelling van Siekteverlofbepalings: Bou- en Monumentklipmesselnywerheid, Transvaal ..	10
R.3973	Wet op Nywerheidsversoening, 1956: Werkreserveringvasstelling No. 6—Bounywerheid, Transvaal en Oranjevrystaat: Vrystelling ten opsigte van sekere gebiede in Transvaal	11