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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1828

13 October 1972

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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, with effect from 23 October 1972 and for the period ending 22 October 1975, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 17 and 22 (3), shall be binding, with effect from 23 October 1972 and for the period ending 22 October 1975, 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 last-mentioned two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg (Transvaal) but outside a radius of 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 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 1383 of 11 September 1964, fell within the Magisterial District of Roodepoort but outside a radius of 30 miles from the General Post Office,

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1828

13 Oktober 1972

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID, TRANSVAAL.—NIE-AMBAGSMANOOREENKOMS

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, met ingang van 23 Oktober 1972 en vir die tydperk wat op 22 Oktober 1975 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 17 en 22 (3), met ingang van 23 Oktober 1972 en vir die tydperk wat op 22 Oktober 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan [uitgesonderd enige gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg (Transvaal) 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 Goewermentskennisgewing 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 Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort maar buite 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, geval

Krugersdorp), Kempton Park (excluding any portion which prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 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 JQ 434 falling within the latter radius), and 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively; 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 with effect from 23 October 1972 and for the period ending 22 October 1975, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 17 and 22 (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 (TRANVAAL) NON-ARTISAN AGREEMENT

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

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

(hereinafter referred to as "the employers" or "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

(1) The terms of this Agreement shall be observed 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 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg but outside a radius of 10 miles of the General Post Office, Heidelberg and excluding any portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel but outside a radius of 10 miles of the General Post Office, Nigel), Heidelberg (Transvaal) [excluding the area falling outside a radius of 10 miles of the General Post Office, Heidelberg (Transvaal)], Johannesburg (excluding any portion which prior to the publication of Government Notice 1383 of 11 September 1964 fell within the Magisterial District of Roodepoort but outside a radius of 30 miles of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956 fell within the Magisterial District of Pretoria but outside a radius of 20 miles of the General Post Office, Pretoria, Nigel (excluding the area falling outside a radius of 10 miles of the General Post Office, Nigel), and Springs, and in the areas within a radius of 30 miles of the General Post Office, Krugersdorp, 20 miles of the General Post Offices, Vereeniging and Pretoria (excluding that portion of the Bantu area Uitvalgrond JQ 434 falling within the latter radius), and 10 miles of the

het), Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 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 Hoofposkantoor, Vereeniging en Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond JQ 434 wat binne laasgenoemde straal val), en 10 myl vanaf die Hoofposkantoor van onderskeidelik Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 17 en 22 (3), met ingang van 23 Oktober 1972 en vir die tydperk wat op 22 Oktober 1975 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid 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 eie diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR BOUNYWERHEID (TRANVAAL)

(NIE-AMBAGSMANOOREENKOMS)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, 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 Monumentklippesselsnywerheid verteenwoordig;

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

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

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

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan (uitgesonderd enige dele van laasgenoemde twee landdrosdistrikte wat vóór die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, maar buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Heidelberg, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan, wat vóór die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het, maar buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Nigel), Heidelberg (Transvaal) [uitgesonderd die gebied buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal)], Johannesburg (uitgesonderd enige gedeelte wat vóór die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het maar buitekant 'n radius van 30 myl vanaf die Hoofposkantoor, Krugersdorp), Kempton Park (uitgesonderd enige deel wat vóór die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, maar buitekant 'n radius van 20 myl vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd die gebied buitekant 'n radius van 10 myl vanaf die Hoofposkantoor Nigel), en Springs, en in die gebiede binne 'n radius van 30 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantore, Vereeniging en Pretoria [uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond JQ 434, wat binne laasgenoemde radius val], en

General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by all employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956; "apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

"Area A" means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Brakpan (excluding any portions of the two last-mentioned Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg but outside a radius of 10 miles of the General Post Office, Heidelberg, and excluding any portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel but outside a radius of 10 miles of the General Post Office, Nigel), Heidelberg (Transvaal) [excluding the area falling outside a radius of 10 miles of the General Post Office, Heidelberg (Transvaal)], Johannesburg (excluding any portion which prior to the publication of Government Notice 1383 of 11 September 1964 fell within the Magisterial District of Roodepoort but outside a radius of 30 miles of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles of the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 10 miles of the General Post Office, Nigel) and Springs, and the areas within a radius of 15 miles of the General Post Office, Krugersdorp, 20 miles of the General Post Office, Pretoria, excluding that portion of the Magisterial District of Brits falling within the said radius of 20 miles and excluding that portion of the Bantu area Uitvalgrond JQ 434 falling within this radius of 10 miles of the General Post Offices, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) and Witbank respectively;

"Area B" means the area outside a radius of 15 miles, but within a radius of 30 miles of the General Post Office, Krugersdorp, excluding portions of the Magisterial Districts falling within this radius and already embraced in the definition of Area A; the area outside a radius of 10 miles, but within a radius of 20 miles, from the General Post Office, Vereeniging, and that portion of the Magisterial District of Brits which falls within a radius of 20 miles of the General Post Office, Pretoria;

"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 includes an employee other than a director in charge of and/or supervising such employees:

Asphalting.—Water/damp proofing; supervising.

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

- the laying of blocks to a jig;
- the laying of blocks nor bedded in mortar or mastic, where no artisans' tools are used;
- the laying of blocks in the construction of concrete floors and concrete roofs, where no artisans' tools are used.

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

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

10 myl vanaf die Hoofposkantoor, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank nagekom word deur alle werkgewers in die Bou- en Monumentklippmesselnywerhede wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is.

(2) Ondanks subklousule (1), is die bepaling van hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"Gebied A" die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan (uitgesonderd enige dele van laasgenoemde twee landdrosdistrikte wat vóór die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, maar buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Heidelberg, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat vóór die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het, maar buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Nigel), Heidelberg (Transvaal)], [uitgesonderd die gebied buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Heidelberg (Transvaal)], Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het maar buitekant 'n radius van 30 myl vanaf die Hoofposkantoor, Krugersdorp); Kempton Park (uitgesonderd enige deel wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, maar buitekant 'n radius van 20 myl vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd die gebied buitekant 'n radius van 10 myl vanaf die Hoofposkantoor, Nigel), en Springs, en die gebiede binne 'n radius van 15 myl vanaf die Hoofposkantoor, Krugersdorp, 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie deel van die landdrosdistrik Brits wat binne genoemde radius van 20 myl val en uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond JQ 434, wat binne hierdie radius val en 10 myl vanaf die Hoofposkantoor Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) en Witbank;

"Gebied B" die gebied buite 'n radius van 15 myl maar binne 'n radius van 30 myl vanaf die Hoofposkantoor, Krugersdorp, uitgesonderd gedeeltes van die landdrosdistrikte wat binne hierdie radius val en alreeds in die omskrywing van Gebied A ingesluit is; die gebied buite 'n radius van 10 myl maar binne 'n radius van 20 myl vanaf die Hoofposkantoor Vereeniging, en daardie gedeelte van die landdrosdistrik Brits, wat binne 'n radius van 20 myl vanaf die Hoofposkantoor, Pretoria, val;

"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 'n werknemer, behalwe 'n direkteur, wat aan die hoof staan van en/of toesig hou oor sodanige werknemers:

Asfaltwerk.—Water en vogdigmaking; toesighouding.

Bloklewerk.—Die plasing van blokke; skietloodhoeke; rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurkosyne in posisie, maar uitgesonderd—

- die lê van blokke volgens 'n setmaat;
- die lê van blokke wat nie in dagha of mastik gelê word nie, waar geen ambagsmangereedskap gebruik word nie;
- die lê van blokke in die konstruksie van betonvloere en betondakke, waar geen ambagsmangereedskap gebruik word nie.

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

Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.—Uitmerkwerk; afmerkwerk; montering en vassit van vaste toebehore; saagwerk, skaafwerk en die vassit van afgewerkte

materials and rough timbers; assembling of kitchen fittings; and fixing of corrugated iron and asbestos sheets to wooden backing or grounds; fixing of slage tiles, havey tiles, asbestos slates and wooden shingles.

Drainlaying.—Laying pipes to falls.

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

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

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' smithwork, metal frames and metal stairs, architectural metal work, and extruded metal.

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

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

(b) in renovation work; stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of finishing coats;

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

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

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

(f) the application of any liquid reviver to brickwork or slasto;

(g) the application of paint to roofs, gutters and downpipes;

(h) applying chemical adhesive to corrugated iron roofs by means of a paint brush;

(i) spraying of roofs with Kenitex or similar materials; and

(j) all work preparatory to the application of Kenitex or similar materials.

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

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

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

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

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

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

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

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

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following

houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoehore; die vassit van gegolfde sink- en asbesplate aan agterwerk en hegstukke van hout; leiteëls, harvey-teëls, asbesteëls en houtdakspane vassit.

Rioolaanlegwerk.—Die lê van pype volgens 'n helling;

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

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

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

Metaalwerk.—Merk- en afmerkwerk; die opstelling van en toesighouding oor masjiene, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene of, waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene toesig te hou nie; handsweis- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl en/of monterwerk; die vassit van siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

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

(a) die aanbring van die grondverflaag of, waar 'n grondverflaag nie aangebring word nie, die aanbring van die eerste verflaag op alle ongeverfde oppervlakke;

(b) by opknappingswerk: Afstroping, verheldering, opknapping en soortgelyke werksaamhede ter voorbereiding vir die aanbring deur 'n ambagsman van afwerklae;

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

(d) die aanbring van dekoratiewe bitumastiek aan rioolpype;

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

(f) die aanbring van 'n vloeiware herverglanser aan bak-

(g) die aanbring van verf aan dakke, geute en geutpype; steenwerk of slasto;

(h) die aanbring van chemiese kleefstowwe aan golfysterdakke met behulp van 'n verfkwas;

(i) die bespuiting van dakke met Kenitex of dergelike stowwe;

(j) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe.

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

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

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

Klipwerk, klipmesselwerk en monumentwerk.—Die teken, ontwerp en afmerk van letters en versierings; die sny en grafering van letters met die hand en 'n lughamer; die finale afskuur en afwerking, volgens grootte, van klip of plaasvervangende materiaal met die hand, maar nie poleerwerk nie; die opstelling van masjiene; die plasing van klippe op 'n daghablad; uitmerkwerk.

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

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

Houtmasjienerwerk.—Uitmerk- en afmerkwerk; die opstelling van en toesighouding oor houtwerkmasjiene, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene of, waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene toesig te hou nie.

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

"Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde nywerheid betrokke is by ondergenoemde ambagte of onderverdelings daarvan,

trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:

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

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

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

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

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

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

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

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

painting, which includes decorating, paper-hanging, blazing, distemper, lime and colour washing, staining, varnishing, grain-ing and marbling and spraying, spraying, spray painting, sign-writing and wall decorating, the use of tar and its products and shall include sand-papering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

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

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

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

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;

maar nie klerke en administratiewe personeel nie en ook nie die bedrading vir, of installering in geboue van elektriese lig-, verwarmings- of ander permanente, vaste toebehore of die onderhoud of herstel van hysers in geboue nie;

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

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

lakpolitoerwerk, wat politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

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

skrynwerk, wat die aanbring van alle houttoebehore en die vervaardiging van alle skrynwarkartikels wat met sodanige toebehore in verband staan, insluit, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en ook rakkaste, kombuis-kaste of ander kombuistoehore omvat wat as 'n permanente deel van die gebou aangebring word;

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

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

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

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

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

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

winkel-, kantoor- en bankuitrustingswerk, wat die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbankskerms en binnenshuise los en vas toebehore insluit;

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

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 or same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade, shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"construction work" means any work in connection with the Industry other than work performed in a workshop, factory or in a yard, or, in transit between building sites, workshops, factories or yards;

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

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

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8 (1);

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"Fund" means the Fund continued in terms of clause 11 of this Agreement;

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

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

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

"operative, Grade I," means an employee engaged on any one or more of the following operations:

Laying of blocks to a jig, save as provided for in the definition of **"operative Grade VI"**;

operating a power driven crane;

operating a Pyrok machine used for wall or ceiling finishing in various colours to apply a mixture of vermiculite and gypsum, which is trowelled and floated by an artisan or spraying of asbestos mixture;

punching in the Monumental Masonry Industry, where such work consists purely of the removal and reduction of excess rough on surfaces under supervision of an artisan;

"operative, Grade II," means an employee engaged on any one or more of the following operations:

Laying all types of soft floor covers which shall also include marking out, setting out, cutting and fixing;

laying of outdoor paving in broken slate, granite or stone and grouting in joints;

operating a sandpapering and spinning machine on flooring;

operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan;

operating woodworking machine in a workshop under supervision;

the ruling down of plastered surfaces;

slushing;

floating up of concrete panel walls in moulds at the factory for prefabricated housing units.

The following operations relate to painting only:

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

in renovation work: Stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of finishing coats;

the application of limewash and cement wash to all surfaces, except to the extent provided for in the definition of **"unskilled labourer"**;

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

"bouwerk" enige werk in verband met die Nywerheid, uitgesonderd werk wat in 'n werkwinkel, fabriek of in 'n werf verrig word of wat onderweg is tussen bouterreine, werkwinkel, fabriek of werwe;

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

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

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die voortsetting van enige ander nywerheid, saak of onderneming te verseker, of 'n dringende saak wat nie gedurende die gewone werkure wat in klousule 8 (1) voorgeskryf word, verrig kan word nie;

"noodwerk" werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker of ander werk van dringende noodsaaklikheid wat nie voorsien of verhoed kon word nie;

"Fonds" die Fonds wat ingevolge klousule 11 van hierdie Ooreenkoms voortgesit word;

"Nywerheid" die Bounywerheid en/of die Monumentklipmesselnywerheid;

"lisensieowerheid" 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik; **"Monumentklipmesselnywerheid"** die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente oor grafte te maak en/of op te rig en/of om grafte op te bou;

"werksman graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Die lê van blokke volgens 'n setmaat, uitgesonderd soos bepaal in die omskrywing van werksman, graad VI;

'n kragaaangedrewe kraan bedien;

'n pyrokmasjien bedien wat gebruik word om mure of plafonne in verskillende kleure af te werk vir die aanwending van 'n mengsel van vermiculiet en gips wat deur 'n ambagsman met 'n troffel aangewend en agfstryk word of bespuiting met 'n asbesmengsel;

ponswerk in die Monumentklipmesselnywerheid, waar sodanige werk bestaan uitsluitlik uit die verwydering en vermindering van oortollige rofkas op oppervlakke onder toesig van 'n ambagsman;

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

Die lê van alle soorte sagte vloerbedekkings wat ook uitmerk, afmerk, sny en vassit insluit;

buitemuurse plaveisel in die vorm van gebreekte leiklip, graniet of klip lê en die voë met bry vul;

'n skuurmasjien en spinner op vloerwerk bedien;

'n roterende soliede skyfopmasjien wat sement of granolitiese vloere afvlak bedien, wanneer sodanige masjien gebruik word vir voorbereidingswerk voordat 'n ambagsman die vloere verder afwerk;

'n houtwerkmasjien in 'n werkwinkel onder toesig bedien;

gepleisterde oppervlakke met 'n reihout afvlak;

flodderwerk;

betonpaneelmure vir opslaanhuiseenhede in gietvorms by die fabriek afstryk.

Die volgende werksaamhede het slegs betrekking op verfwerk:

Die aanbring van die grondverflaag of, waar 'n grondverflaag nie aangebring word nie, die aanbring van die eerste laag verf op alle ongeverfde oppervlakke;

by opknappingswerk: Afstroop, verhelderings-, opknappings- en soortgelyke werksaamhede ter voorbereiding vir die aanbring van afwerklae deur ambagsmanne;

die aanbring van witkalk en sementstryksel aan alle oppervlakke, behalwe in sover daar in die omskrywing van **"ongeskoolde arbeider"** voorsiening gemaak word;

the application of decorative bitumastic to sewage pipes;
the application of the first coat of paint on shop coated steel surfaces;
the application of any liquid reviver to brickwork or slasto;
the application of paint to roofs, gutters and downpipes;
applying chemical adhesive to corrugated iron roofs by means of a paint brush;
spraying of roofs with Kenitex or similar materials;
all work preparatory to the application of Kenitex or similar materials.

"operative Grade III," means an employee engaged on any one or more of the following operations in the Monumental Masonry Industry:

Operating a dunter, excluding a hand dunter;
Operating turning lathe, excluding setting up under supervision;
sharpening of tools;
operating a pneumatic tool on precast stone.

"operative, Grade IV," means an employee engaged on any one or more of the following operations:

Jointing of brickwork under supervision;
driving a mechanical dumper;
driving a hoist;
fixing of terracotta and cement roofing tiles;
fixing corrugated iron and asbestos roofing to steel backing;

"operative, Grade V," means an employee engaged in any one or more of the following operations:

Operating a carborundum saw for brick cutting;
applying solution to cement tiles on roofs, using a block brush;

placing veneered or plain or vyanide/bynalast clad panels of a chipboard or gypsum or asbestos cement manufacture in a position and pressing the holding cover strips in position;
operating an electrically driven orbital sander using sand/water paper of a grade from 400 to 120;

fixing of steel spring clips to aluminium cover strips;
and the following operations when performed in Area A on construction work:

Application of back putty and cleaning off excess tags thereto under supervision;

caulking of joints in drains under supervision;
cutting of flooring materials other than wooden strip flooring;
employee in charge of unskilled labourers levelling and screeding concrete under supervision;
employee in charge of unskilled labourers mixing concrete and/or operating power driven mixers;
employee in charge of scaffold erecting under supervision;
employee in charge of stripping of shuttering;
feeding material to roller-feed woodworking machines under supervision;

fixing of Q.C. decking plates;

laying to a jig of blocks bedded in mortar of mastic, where no artisans' tools are used and where such work is performed in the erection of Non-White housing;

laying of blocks in the construction of concrete floors and concrete roofs, where no artisans' tools are used;

laying of blocks not bedded in mortar or mastic, where no artisans' tools are used;

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

operating a jib hoist without a platform, carrying a load of not more than 0,056m³ of material;

operating a power driven grinding machine on metal or filing by hand;

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

"operative, Grade VI" means an employee engaged on any one or more of the following operations:

In the Monumental Masonry Industry only:

Operating swing saws, stone polishing machinery and compressors for stone work;
flame treatment under supervision;
operating sand blasting machine under supervision;
jointing, excluding pointing;
setting up blocks, for swing saws, excluding levelling and lining up.

The following operations in the Building Industry except when performed in Area A on construction work:

Application of back putty and cleaning off excess tags thereto under supervision;

caulking of joints in drains under supervision;
cutting of flooring materials other than wooden strip flooring;

die aanbring van dekoratiewe bitumastik aan rioolpype;
die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;
die aanbring van 'n vloeiware herversglanser aan baksteenwerk of slasto;

die aanbring van verf aan dakke, geute en geutpype;
die aanbring van chemiese kleefstowwe aan golfysterdakke met behulp van 'n verfkwas;

die bespuiting van dakke met Kenitex of dergelike stowwe; alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe;

"werksman graad III", 'n werknemer wat een of meer van die volgende werksaamhede in die Monumentklipmesselnywerheid verrig—

'n duntermasjien, uitgesonderd 'n handduntermasjien, bedien;
'n draaibank onder toesig bedien, uitgesonderd die oprigting daarvan;

gereedskap skerpmaak;

'n druklugwerktuig op voorafgegieste klip bedien;

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

voegstryking van messelwerk onder toesig;

'n meganiese stortwa dryf;

'n hystoestel dryf;

dakteëls van terra cotta en sement vassit;

dakbedekking van golfyster en asbes aan staalagterwerk vassit;

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

'n Karborundumsaag vir steensaagwerk bedien;

rubberlym aan sementteëls op dakke aanbring met behulp van 'n koolborsel;

fineer- of gewone paneelwerk of paneelwerk met vyanide/bynalast bedek, wat van spaanderbord of gips of asbesment vervaardig is, in posisie plaas en die dekstroke in posisie druk;

'n elektries aangedrewe draaiskuurder bedien wat skuur/waterpapier van 'n graad van 400 tot 120 gebruik;

staalveerklemme aan aluminiumdekstroke vassit; en die volgende werksaamhede indien hulle by bouwerk in Gebied A verrig word:

stopverfbed aanbring en oorskietstukkies daarvan onder toesig verwyder;

lasse in riole onder toesig kalfater;

vloerbedekkingsmateriaal, uitgesonderd vloerbedekking van houtstroke, sny;

aan die hoof staan van ongeskoolde arbeiders wat beton onder toesig gelykmaak en afvlak;

aan die hoof staan van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;

aan die hoof staan van werkers wat steiers onder toesig oprig;

aan die hoof staan van werkers wat bekisting afbreek;

materiaal in houtwerkmasjiene met roltoevoer onder toesig voer;

Q.C.-dekplate aansit;

volgens 'n setmaat blokkies lê wat in dagha of mastik vasgesit word sonder om ambagsmangereedskap te gebruik en waar sodanige werk verrig word by die oprigting van huise vir Nie-Blankes;

lê van blokke in die konstruksie van betonvloere en betondakke, waar geen ambagsmangereedskap gebruik word nie;

lê van blokke wat nie in dagha of mastik vasgesit word nie, waar geen ambagsmangereedskap gebruik word nie;

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

'n armhyser sonder platform wat 'n vrag van hoogstens 0,056m³ materiaal dra, bedien;

'n kragaangedrewe slypmasjien op metaal bedien of vylwerk met die hand verrig;

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

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

Slegs in die Monumentklipmesselnywerheid:

Hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;

vlambehandeling onder toesig;

'n sandstralingsmasjien onder toesig bedien;

voegwerk, uitgesonderd voegstrykwerk;

blokke vir hangsae opstel, uitgesonderd nivelleer- en rigwerk;

Ondergenoemde werksaamhede in die Bounywerheid behalwe waar hulle by bouwerk in Gebied A verrig word:

Stopverfbed aanbring en oorskietstukkies daarvan onder toesig verwyder;

lasse in riole onder toesig kalfater;

vloerbedekkingsmateriaal, uitgesonderd vloerbedekking van houtstroke sny;

employee in charge of unskilled labourers levelling and screeding concrete under supervision;

employee in charge of unskilled labourers mixing concrete and/or operating power driven mixers;

employee in charge of scaffold erecting under supervision;

employee in charge of stripping of shuttering;

feeding material to roller-feed woodworking machines under supervision;

fixing of Q.C. decking plates;

laying to a jig of blocks bedded in mortar or mastic, where no artisans' tools are used and where such work is performed in the erection of Non-White housing;

laying of blocks in the construction of concrete floors and concrete roofs, where no artisans' tools are used;

laying of blocks not bedded in mortar or mastic, where no artisans' tools are used;

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

operating a jib hoist without a platform, carrying a load of not more than 0,056m³ of material;

operating a power driven grinding machine on metal or filing by hand;

use of rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 and shall include time worked on public holidays or during the holiday period prescribed in clause 18;

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

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

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

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

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

Applying of adhesives to walls with the use of a roller or brush;

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

assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;

assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;

assisting artisans or higher graded workers wherever necessary, but not to perform such higher graded work;

assisting operative Grade II in laying of soft floor covering;

attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;

applying of floor polish;

bagging down walls and ceilings;

baling waste or scrap metal by hand or machine;

binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

carrying mortar, bricks, stone, concrete or other materials;

cleaning mortices;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

cleaning of moulds, work benches, yard premises, tools, etc.;

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

coupling steel windows and door frames under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;

cutting scaffold poles or props by two-handed saw;

cutting dampcourse and placing in position;

cutting of toothings and indents for bonding brickwork;

cutting hoop iron, being and holding;

cutting up scrap metal by hand;

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

cutting of roofing tiles with tile hand-cutting machine;

digging or taking out stone or soil for foundations, trenches, drains and channels;

drawing off materials from all woodworking machines;

drilling or punching metal by power or hand machines under supervision;

erecting hoists under supervision;

excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;

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

aan die hoof staan van ongeskoolde arbeiders wat beton onder toesig gelykmaak en afvlak;

aan die hoof staan van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;

aan die hoof staan van werkers wat steiers onder toesig oprig;

aan die hoof staan van werkers wat bekisting afbreek;

materiaal in houtwerkmasjiene met roltoevoer onder toesig voer;

Q.C.-dekplate aansit;

volgens 'n setmaat blokkies lê wat in dagha of mastik gelê word sonder om ambagsmangereedskap te gebruik en waar sodanige werk verrig word in die oprigting van huise vir Nie-Blankes;

lê van blokke in die konstruksie van betonvloere en beton-dakke, waar geen ambagsmangereedskap gebruik word nie;

lê van blokke wat nie in dagha of mastik gelê word nie, waar geen ambagsmangereedskap gebruik word nie;

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

'n armhyser sonder platform wat 'n vrag van hoogstens 0,056m³ materiaal dra, bedien;

'n kragaangedrewe slypmasjien op metaal bedien of vylwerk met die hand verrig;

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

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werke wat in klousule 8 voorgeskryf word, en omvat tyd wat gewerk word op openbare vakansiedae of gedurende die vakansietydperk wat in klousule 18 voorgeskryf word;

"stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"Sekretaris" die Sekretaris van die Raad en omvat 'n beampde wat die Raad benoem om namens die Sekretaris op te tree;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en kerkhofgedenktekens van alle tipes;

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

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

Kleefstowwe aan mure met 'n roller of kwas aanbring;

ambagsmanne help deur die draad van hout op te vul ter voorbereiding van die poleerwerk aan houtoppervlakke met 'n doek;

ambagsmanne help met die aanbring van lym aan tappe of houtoppervlakke voordat dit vasgekleem of geper word;

ambagsmanne help met die plasing van staalstutte en die vasmaak daarvan aan draagbalke en die stel daarvan op die vereiste hoogte;

ambagsmanne of hoër gegradeerde werkers help wanneer dit ook al nodig is, sonder om sodanige hoër gegradeerde werk te verrig;

werksmanne, Graad II, help om sagte vloerbedekkings te lê; hangsaai onder toesig bedien, help om klip in posisie te plaas en saaglemme in te sit met die doel om hangsaai en poleermasjinerie en/of slypmasjinerie te bedien;

vloerpolitoer aanbring;

saksmeerwerk verrig aan mure en plafonne;

afvalmateriaal of afvalyster met die hand of masjien baal;

staalwapeningsmateriaal met draad vasbind en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;

dagha, stene, klip, beton of ander materiaal dra;

taggate skoonmaak;

glas skoonmaak nadat dit ingesit is;

voltooide rame skoonmaak ter voorbereiding van stopverwerk;

vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;

kliaat of ander harde soorte hout skoonmaak met behulp van oplosmiddels en staalwol;

vensterrame en deurkosyne van staal onder toesig koppel;

pype en staalstawe, uitgesonderd koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;

steierpale of stutte met 'n treksaag afsaag;

voglae sny en in posisie plaas;

in- en uittandings sny vir verbande in baksteenwerk;

hoepelyster sny, buig en vashou;

afvalmetaal met die hand sny;

bakstene en beton sny, gate daarin boor, gleuwe daarin maak en proppe daarin aanbring;

dakpanne met 'n handmasjien sny;

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

materiaal uit alle houtwerkmasjiene wegneem;

gate onder toesig deur metaal boor of pons met kragaangedrewe of handmasjiene;

hysers onder toesig oprig;

uitgrawingswerk in grond, sagte en harde klip verrig en 'n klopboor gebruik en uitgegrawe klip en grond verwyder;

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

filling in joints and cleaning off all wall tiles, excluding jointing and pointing;
 filling of moulds with a facing mixture or concrete mixture, using a shovel;
 fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 fixing asphalt sheeting to sides of steel and wood frames;
 fixing lugs to steel windows and door frames under supervision;
 gauging sand, stone and cement;
 gauging sizes of wall and floor tiles;
 filling in joints between joint of brick and concrete beam under supervision;
 operating guillotine machine for brick cutting;
 grouting in joints and filling backs of stone work after fixing;
 grouting of joints in bricks and tile floors and cleaning off;
 hoisting shuttering and placing in position but not fixing;
 hoisting of steel and laying into position under supervision;
 kneading of putty to correct consistency;
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding, under supervision;
 laying loose tiles on surfaces without bedding, provided no tools are used;
 lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joists and underside of floors: Provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from this definition;
 loading and unloading materials and goods;
 mixing mastic asphalt in pots and rubbing up laid mastic until cold under supervision; attending to fires and cleaning up;
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
 mixing concrete by hand or machine, under supervision;
 oiling and greasing machinery when not in operation;
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;
 priming of surfaces with bitumastic or water-proofing solutions;
 preparing roofs, including scraping and wirebrushing prior to painting;
 painting of joints and backs of stone with waterproofing compound;
 placing into position of uprights, slabs and similar walling components, where no plumbing is required;
 preservative painting of all builders' plant;
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;
 removing loose and flaking paint from gutters, drainpipes or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;
 removing plaster from steel or wood surfaces in new buildings prior to painting;
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;
 washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
 use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying, including the use of sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent for any of these cleaning processes, but excluding the use of brushes other than scrubbing or wire brushes;
 raking out of brick joints and preparation of surfaces for plastering;
 removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
 scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;
 shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;
 stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;
 stripping shuttering under supervision;
 setting up of moulds, and stripping of casings and castings;
 tamping of the filling in moulds excluding the use of plasterers' trowels;
 treating timber with preservative under supervision;
 tying of roof tiles with wire;
 washing down brick and concrete with scrubbing brushes and cleaning used bricks;
 wedging up wood props under supervision;

voë opvul en alle muurteëls skoonmaak, uitgesonderd voeg- en voegstrykwerk;
 vorms met 'n voorvlakmengsel of 'n betonmengsel vul met behulp van 'n skopgraaf;
 hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;
 asfaltplate aan kante van staal- en houtrame aanbring;
 kloue onder toesig aan staalvensters en staaldeurkosyne aanbring;
 sand, klip en sement afmeet;
 die grootte van muur- en vloerteëls meet;
 voë tussen steenwerk en betonbalk onder toesig opvul;
 guillotine-masjien opstel om stene te kap;
 voë met bry vul en die agterkant van klipwerk opvul nadat dit gelê is;
 voë tussen stene en vloerteëls met bry vul en dit skoonmaak;
 bekisting hys en in posisie plaas maar dit nie vassit nie;
 staal hys en in posisie plaas onder toesig;
 stopverf brei totdat dit die regte stewigheid het;
 beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk onder toesig;
 los teëls op oppervlakke lê sonder bedding, mits geen gereedskap gebruik word nie;
 afwitwerk verrig en teer of dergelike produkte gebruik aan geboue wat geokkupeer en latrines wat gebruik word deur Bantoes en aan ruwe timmerhout soos balke en die onderkant van vloere: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae na die voltooiing van 'n gebou uitgesluit word van hierdie omskrywing;
 materiaal en goedere op- en aflaai;
 mastikasfalt in potte meng en aangesmeerde mastik onder toesig vryf totdat dit koud is; vir vure sorg en skoonmaakwerk verrig;
 asfaltmacadam meng, materiaal op die lêterrein gooi en plaas, rolwerk met handrollers verrig;
 beton met die hand of 'n masjien meng onder toesig;
 masjinerie olie en smeer wanneer dit nie werk nie;
 asfalt- en/of ander komposisieplate en -dakke onder toesig met bitumineuse aluminiumverf onder toesig verf of spuit;
 grondlae met bitumastik- of waterdigtingsoplossings op oppervlakke aanbring;
 dakke voorberei, en ook afskraap en met 'n draadborsel bewerk, voordat dit geverf word;
 voë en agterkante van klip met waterdigtingskomposisie verf;
 staanders, platblokke en dergelike muurwerkkomponente op hul plekke aanbring, waarby loodgieterwerk nie vereis word nie;
 alle bouersuiterusting met 'n preserveermiddel verf;
 roes en ketelsteen van yster- of staaloppervakke verwyder mits geen chemikalieë gebruik word nie;
 los en afskilferende verf van geute, afleipype of ander oppervlakke verwyder mits die werk onder toesig gedoen word wanneer 'n blaaslamp of verpofopsmiddel gebruik word;
 pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;
 oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afskuur uitgesonderd die herstel van sodanige oppervlakke;
 mure of ander oppervlakke afskraap of was vir verfwerk, mits geen gereedskap wat gewoonlik deur verwers gehanteer word, gebruik word nie of geen ambagswerk deur 'n ongeskoolde arbeider gedoen word nie;
 nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpofopsmiddel gebruik word;
 allerlei skuurmiddels met die hand aanwend, met inbegrip van skuurmiddels aan voorbereidingswerk vir verf- en spuitwerk, en hiervoor kan skuurpapier wat nie fyner is nie as Oakey se No. 2-sterkte, of die ekwivalent daarvan, gebruik word, maar geen ander borsels as skrop- of draadborsels mag gebruik word nie;
 baksteenvoë uitskraap en oppervlakke vir pleisterwerk voorberei;
 vlekke en sement van klip-, kunsklip-, leiklip-, terracotta of dergelike oppervlakke met karborundumblokke of vryfmasjiens verwyder;
 afgewerkte voorkante van produkte afskraap met 'n staalborsel en skropwerk met 'n skropborsel met die hand verrig;
 materiaal met 'n skopgraaf ingooi in of verwyder uit dagha- of betonmengmasjiene, sand met die hand sif en dagha of betor met skopgrawe met die hand meng;
 die voë van vorms onder toesig toestop met gips wat aangevend word met die hand of 'n stukkie blik;
 bekisting onder toesig afbrek;
 vorms opstel en vormstukke en gietsels stroop;
 die vulsel in vorms vasstamp sonder om 'n pleistaraar se troffe te gebruik;
 timmerhout onder toesig met 'n preserveermiddel behandel
 dakpanne met draad vasbind;
 baksteen- en beton met skropborsels afwas en gebruikte stene skoonmaak;
 wie onder toesig onder houtstutte indryf;

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

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 in respect of the ordinary hours laid down in clause 8: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in the said clause 4, it means such higher amount;

"week" means from Monday to Friday;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, New Year's Day and Republic Day, and the annual holiday period prescribed in clause 18, in respect of the ordinary hours laid down in clause 8.

4. WAGES

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

	Cents per hour
(a) Operative Grade I.....	73
(b) Driver of a mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 3 500 kilograms.....	63
(c) Operative Grade II.....	60
(d) Operative Grade III.....	54
(e) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 1 300 kilograms up to and including 3 500 kilograms.....	49
(f) Driver of a mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is up to and including 1 300 kilograms.....	41
(g) Operative Grade IV.....	41
(h) Operative Grade V.....	35
(i) Employees in all other trades or occupations not elsewhere specified, excluding apprentices, artisans and trainees under the Training of Artisans Act, 1951.....	34
(j) Unskilled labourer, Area A, on construction work.....	34
(k) Operative Grade VI, Area A, not on construction work.....	32
(l) Operative Grade VI, Area B, on construction work.....	31
(m) Unskilled labourer, Area B, on construction work.....	29
(n) Unskilled labourer, Area A, not on construction work.....	28
(o) Operative Grade VI, Area B, not on construction work.....	28
(p) Unskilled labourer, Area B, not on construction work.....	23
(q) Employee engaged on patrolling premises and guarding property.....	R2,70

(2) The wages prescribed in subclause (1) shall be adjusted with effect from 4 May 1973 and thereafter half yearly as set out hereunder in respect of wages payable on the first pay-day in November and May each year after publication of the index figure in the *Government Gazette* in October and April (the "index figure" means the average Consumer Price Index figure for the Witwatersrand, Pretoria and the Vaal Triangle, relating to all items, as published by the Department of Statistics in the *Government Gazette* in respect of each area compared with itself in April 1970):

The index figure multiplied by the relevant wage prescribed in subclause (1) and divided by 110: Provided always that the result so reached shall be rounded off to the nearest whole cent which shall then constitute the new wage for that category of employee.

(3) *Differential rates.*—An employee who on the same day performs two or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate for all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

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

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

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone ure voorgeskryf in klousule 8: Met dien verstande dat, as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkkure 'n hoër bedrag betaal as dié wat in genoemde klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

"week" van Maandag tot Vrydag;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag en die jaarlikse vakansietydperk voorgeskryf in klousule 18 ten opsigte van die gewone ure soos in klousule 8 neergeleë.

4. LONE

(1) Geen lone wat laer as die volgende is, gelees saam met die ander bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) Werksman graad I.....	73
(b) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 3 500 kilogram is.....	63
(c) Werksman graad II.....	60
(d) Werksman graad III.....	54
(e) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 1 300 kilogram maar hoogstens 3 500 kilogram is.....	49
(f) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word hoogstens 1 300 kilogram is.....	41
(g) Werksman graad IV.....	41
(h) Werksman graad V.....	35
(i) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951.....	34
(j) Ongeskoolde arbeider, in gebied A, op bouwerk.....	34
(k) Werksman graad VI, in gebied A, nie op bouwerk nie.....	32
(l) Werksman graad VI, in gebied B, op bouwerk.....	31
(m) Ongeskoolde arbeider, in gebied B, op bouwerk.....	29
(n) Ongeskoolde arbeider, in gebied A, nie op bouwerk nie.....	28
(o) Werksman graad IV, in gebied B, nie op bouwerk nie.....	28
(p) Ongeskoolde arbeider, in gebied B, nie op bouwerk nie.....	23
(q) Werknemer wat persele patroleer en eiendom bewaak.....	R2,70

(2) Die lone voorgeskryf in subklousule (1) moet met ingang van 4 Mei 1973 en daarna halfjaarlikse aangepas word soos hieronder uiteengesit ten opsigte van lone wat betaalbaar is op die eerste betaaldag in November en Mei elke jaar na publikasie van die indekssyfer in die *Staatskoerant* in Oktober en April ("indekssyfer" beteken die gemiddelde Verbruikersprysindekssyfer vir die Witwatersrand, Pretoria en die Vaaldrichhoek, betreffende alle items, soos deur die Departement van Statistiek in die *Staatskoerant* gepubliseer vir elke gebied vergeleke met wat die toestand in daardie gebied was in April 1970):

Die indekssyfer vermenigvuldig met die betrokke loon in subklousule (1) voorgeskryf en gedeel deur 110: Met dien verstande altyd dat die resultaat aldus bereik afgerond word tot die naaste hele sent wat dan die nuwe loon vir daardie klas werknemer uitmaak.

(3) *Differensiële loon.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of enige ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoër loon besoldig word: Met dien verstande dat wanneer 'n werknemer vir drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

(4) *Vermindering van loon.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging verminder wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in dieselfde klas werk in diens is.

5. PIECE-WORK

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited or any system of payment of labour by which earnings of an employee are based or calculated partly or wholly upon quantity or measurement of the work performed. The provisions of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

(2) Notwithstanding the provisions of subclause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement or any other agreement of the Council, employees provided for in this Agreement shall be included in any incentive scheme which may be introduced in terms of clause 5 of the Main Agreement of the Council, published under Government Notice R. 953 dated 13 June 1969, or any succeeding Agreement, including any amendment or extension thereof.

6. LABOUR ONLY CONTRACT

No employer shall give out work on a labour only contract basis. No employee shall perform work on such a basis. The provisions of this clause shall apply notwithstanding the fact that the employer or employee may supply a small quantity of the material or plant required.

7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

(1) (a) Subject to paragraph (c) wages, earnings for overtime and all other remuneration due shall be paid in cash weekly not later than finishing time on Fridays or on termination of employment if this takes place before the ordinary pay-day of the employee.

(b) Payments may, however, be made on days prior to Friday if agreed to by the employer and employee; provided the employer notifies the Council. When a Friday is a holiday in the Industry, payment shall be made on the Thursday preceding.

(c) An employer who fails to comply with the provisions of paragraph (a) on termination of employment, shall pay such employee all wages, allowances and other remuneration up to the time such payment is made, in respect of every working hour or part thereof, from the time of termination of employment until the time of final payment which shall be available not later than finishing time on the Friday of the week in which such employee's services are terminated: Provided that—

(i) waiting time in terms of this subclause shall not be paid for more than 16 hours;

(ii) waiting time in terms of this subclause shall not be payable in addition to payment in lieu of notice in terms of clause 10 (2);

(iii) an employee who terminates his employment without having given and served the notice prescribed in clause 10 (1) shall not be entitled to payment for waiting time.

(d) Employees shall be paid their wages in envelopes accompanied by a statement giving particulars of how the amount concerned is arrived at: Provided that payment of work done on a Sunday shall be shown separately in such statement.

(2) Subject to the provisions of this or any other Agreement of the Council, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer is legally or by order of any competent court required or permitted to make.

(3) Where an employee is sent by an employer to work away from his ordinary town or residence on a job situated within an area to which this Agreement applies and the employee can reasonably be said to be unable to return to his home daily, where no suitable sleeping accommodation in proximity to the place of work is provided, the employer shall pay such employee a subsistence allowance of 35c in respect of every night he spends away from home: Provided that an employer may deduct from an employee's wages moneys paid by the employer for board and lodging in respect of the employee up to the amount of R2,10 per week.

(4) (a) Whenever a job is situated within an area to which the Agreement relates, and not within a radius of five kilometres, but within a radius of 13 kilometres from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of six cents for every kilometre or portion of a kilometre of the distance beyond such five

5. STUKWERK

(1) Die uitbesteding, deur werkgewers, of die verrigting, deur werknemers, van werk op 'n stukwerkgrondslag of enige stelsel van betaling vir arbeid waarvolgens die verdienste van 'n werknemer gedeeltelik of uitsluitlik gegrond op bereken word op die hoeveelheid of omvang van die werk wat hy verrig het, word verbied. Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, kan verskaf.

(2) Ondanks subklousule (1) en op voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad geregtig sou gewees het, moet die werknemers wie se diensvoorwaardes in hierdie Ooreenkoms bepaal word, ingesluit word by enige aansporingskema wat ingevolge klousule 5 van die Hoof-ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing R. 953 van 13 Junie 1969, of enige latere ooreenkoms, met inbegrip van enige wysiging of verlenging daarvan, ingevoer mag word.

6. KONTRAK VIR SLEGS ARBEID

Geen werkgewer mag werk op 'n kontrakgrondslag vir slegs arbeid uitbestede nie. Geen werknemer mag werk op sodanige grondslag verrig nie. Hierdie klousule is van toepassing ondanks die feit dat die werkgewer of werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, kan verskaf.

7. BETALING VAN LONE, TOELAES EN OORTYDBESOLDIGING

(1) (a) Behoudens paragraaf (c) moet lone, oortydbesoldiging en alle ander besoldiging wat verskuldig is, weekliks in kontant betaal word en wel vóór of met uitskeityd op Vrydag of by diensbeëindiging as dit vóór die gewone betaaldag van die werknemer plaasvind.

(b) Betaling kan egter vóór Vrydag gedoen word indien die werkgewer en die werknemer daartoe instem en mits die werkgewer die Raad daarvan verwittig. Wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, moet betaling op die vorige Donderdag gedoen word.

(c) 'n Werkgewer wat by diensbeëindiging versuim om paragraaf (a) na te kom, moet sodanige werknemer alle lone, toelae en ander toelae tot op die tydstop waarop sodanige betaling gedoen word, betaal ten opsigte van elke werkuur of gedeelte daarvan vanaf die tyd van diensbeëindiging tot die tyd van finale betaling, wat vóór of met uitskeityd beskikbaar moet wees op die Vrydag van die week waarin sodanige werknemer se diens beëindig word; Met dien verstande dat—

(i) vir wagtyd in hierdie subklousule bedoel, daar vir hoogstens 16 uur betaal moet word;

(ii) besoldiging vir wagtyd in hierdie subklousule bedoel, nie bo en behalwe besoldiging in plaas van kennisgewing kragtens klousule 10 (2) betaalbaar is nie;

(iii) 'n werknemer wat sy diens beëindig sonder om die kennis wat in klousule 10 (1), voorgeskryf word te gee het nie op besoldiging vir wagtyd geregtig is nie.

(d) Werknemers moet hul lone in koeverte ontvang saam met 'n staat waarin besonderhede verstrekkend word oor hoe die betrokke bedrag bereken is: Met dien verstande dat besoldiging vir werk wat op 'n Sondag verrig is, afsonderlik op sodanige staat gemeld moet word.

(2) Behoudens hierdie of enige ander Ooreenkoms van die Raad mag geen bedrag afgetrek word van die geld wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste of oortyd en/of enige ander vorm van besoldiging nie, uitgesonderd enige bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek.

(3) Wanneer 'n werkgewer 'n werknemer stuur om buite sy tuisdorp of gewone woonplek te werk in 'n gebied waarop hierdie Ooreenkoms van toepassing is en daar redelik gesê kan word dat dit vir die werknemer onmoontlik is om elke dag na sy huis terug te keer, en waar daar geen geskikte slaapplek naby die werkplek verskaf word nie, moet die werkgewer sodanige werknemer 'n verblyftoelae van 35c betaal ten opsigte van elke nag wat hy van die huis af deurbring: Met dien verstande dat 'n werkgewer van die werknemer se loon 'n bedrag van hoogstens R2,10 per week mag aftrek ten opsigte van geld wat die werkgewer aan kos en inwoning vir die werknemer betaal het.

(4) (a) Waar 'n werkplek geleë is in 'n gebied waarop hierdie Ooreenkoms betrekking het, nie binne 'n straal van vyf kilometer nie, maar binne 'n straal van 13 kilometer vanaf die hoofposkantoor van die dorp waarin die hoofkantoor van die werkgewer geleë is, moet genoemde werkgewer aan enige werknemer wat by sodanige werkplek werk, 'n toelae van ses sent betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand buite sodanige straal van vyf kilometer. Die toelae is betaalbaar vir

kilometres radius. The allowance shall be payable for both ways daily: Provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(b) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance, as prescribed in paragraph (a). Suitable transport shall be equipped with weather-proof covering to provide employees with adequate protection from inclement weather, planed wooden seating and facilities for entering and leaving the vehicle, and shall be subject to the approval of the Council.

(c) Any time occupied by an employee proceeding to or from work shall be outside the ordinary working hours as prescribed in clause 8.

(d) An employer shall pay any employee, entitled to walking time and/or transport allowances, same weekly.

8. DAYS AND HOURS OF WORK

(1) Subject to the provisions of clause 9, no employer shall require or permit an employee other than an employee engaged on patrolling premises and guarding property for whom wages are prescribed in clause 4 to work and no such employee shall work—

(a) for more than 45 hours in any one week or for more than nine hours in any one day, in the case of an unskilled labourer engaged on the loading or unloading of goods;

(b) for more than 44 hours in any one week or more than eight hours 48 minutes in any one day, in the case of all other employees;

(c) for longer than five hours without a break of at least 30 minutes: Provided that an employer may increase such break to one hour if he deems it necessary; or

(d) on Saturdays and Sundays.

(2) An employee engaged on patrolling premises and guarding property shall not be required to work more than six days per week. (For the purpose of this subclause "day" means a consecutive period of 24 hours reckoned from the time an employee normally commences work.)

9. OVERTIME

(1) An employer shall not require or allow any employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council, except in cases of emergency, in which event the employer shall report to the local committee of the Council in the area concerned within four hours of the time such emergency has arisen.

(2) *Payment for overtime.*—Unless otherwise stated in a certificate of exemption, an employer who requires or permits an employee to work overtime shall pay such employee—

(a) at his ordinary rate of wages plus an amount equal to the Holiday Fund allowance prescribed in clause 11 for the first hour overtime worked per day, Mondays to Fridays;

(b) at one and a third times his ordinary rate of wages for all overtime in excess of one hour per day from Mondays to Fridays, and any overtime worked up to 5 p.m. on Saturdays; and

(c) at one and one half times his ordinary rate of wages for all time worked after 5 p.m. on Saturdays, and for all time worked on Sundays, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, Republic Day and on any such other days as may be covered by the annual holiday period prescribed in clause 18.

(3) An employee's ordinary hours of work plus overtime shall not exceed 56 hours per week.

10. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days' notice of such termination of employment to the employer or the employee, as the case may be: Provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient.

(2) An employer or employee may at any time terminate employment without notice by paying the employee or paying or forfeiting to the employer, as the case may be, two days' remuneration in lieu of such notice.

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

albei rigtings daaglik: Met dien verstande dat as 'n werkgewer werk onderneem in 'n dorp wat nie die dorp is waarin hy sy besigheidsplek voor die aanvang van die werk gehad het nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(b) 'n Werkgewer kan geskikte vervoer in albei rigting verskaf in plaas van die voorafgaande of vir vervoer betaal ten opsigte van genoemde afstand soos in paragraaf (a) voorgeskryf. Geskikte vervoer moet voorsien wees van 'n weerbestandebedekking om werknemers voldoende beskerming teen gure weer te verleen, gladgeskaafde houtsitplekke en fasiliteite om in die voertuig in en uit te klim, en is onderworpe aan die goedkeuring van die Raad.

(c) Alle tyd wat 'n werknemer bestee om na en van die werk te gaan, val nie binne die gewone werkure in klousule 8 voorgeskryf nie.

(d) As 'n werknemer op staptyd en/of vervoertoelaes geregtig is, moet die werkgewer dit weekliks betaal.

8. WERKDAE EN WERKURE

(1) Behoudens klousule 9 mag geen werkgewer van 'n werknemer, uitgesonderd 'n werknemer wat persele patroleer en eiendom bewaak, vir wie lone in klousule 4 voorgeskryf word, vereis of hom toelaat om soos volg te werk nie en mag geen werknemer soos volg werk nie:

(a) Vir meer as 45 uur in 'n bepaalde week of vir meer as nege uur op 'n bepaalde dag, in die geval van 'n ongeskoolde arbeider wat goedere op- of aflaai;

(b) vir meer as 44 uur in 'n bepaalde week of vir meer as agt uur 48 minute op 'n bepaalde dag, in die geval van alle ander werknemers;

(c) vir langer as vyf uur sonder 'n pouse van minstens 30 minute: Met dien verstande dat 'n werkgewer dié pouse tot een uur kan verleng indien hy dit nodig ag; of

(d) op Saterdag en Sondag.

(2) Van 'n werknemer wat persele patroleer en eiendom bewaak, mag nie vereis word om meer as ses dae per week te werk nie. (By die toepassing van hierdie subklousule beteken "dag" 'n ononderbroke tydperk van 24 uur bereken vanaf die tyd wat die werknemer gewoonlik begin werk.)

9. OORTYDWERK

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie. Toestemming om aan noodsaaklike dienste oortyd te werk, moet vooraf skriftelik deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, wanneer die werkgewer binne vier uur nadat sodanige noodgeval ontstaan het, dit by die plaaslike komitee van die Raad in die betrokke gebied moet aanmeld.

(2) *Oortydbesoldiging.*—Tensy anders gemeld in 'n vrystelling-sertifikaat, moet 'n werkgewer wat van 'n werknemer vereis of hom toelaat om oortyd te werk, sodanige werknemer betaal—

(a) teen sy gewone loon plus 'n bedrag gelyk aan die Vakansiefondstoelae in klousule 11 voorgeskryf vir die eerste uur oortyd per dag gewerk, Maandae tot Vrydae;

(b) teen een en 'n derde maal sy gewone loon vir alle oortyd bo en behalwe een uur per dag gewerk van Maandae tot Vrydae, en enige oortyd tot 5-uur nm. op Saterdag gewerk; en

(c) teen een en 'n half maal sy gewone loon vir alle tyd wat hy na 5-uur op Saterdag werk, en vir alle tyd wat hy werk op Sondag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag, Republiekdag en op enige sodanige ander dae as wat deur die jaarlikse vakansietydperk in klousule 18 voorgeskryf, gedek word.

(3) 'n Werknemer se gewone werkure plus oortyd is hoogstens 56 per week.

10. DIENSBEÏNDIGING

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet minstens twee werkdade vooraf kennis gee van sodanige diensbeëindiging aan die werkgewer of die werknemer, na gelang van die geval: Met dien verstande dat dit nie die reg van 'n werkgewer of 'n werknemer raak om diens sonder kennisgewing om 'n regsgeldige rede te beëindig nie.

(2) 'n Werkgewer of werknemer kan te eniger tyd diens sonder kennisgewing beëindig deur twee dae besoldiging in plaas van sodanige kennisgewing aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.

(3) Geen kennisgewing van diensbeëindiging is nodig nie as die betrokke werknemer twee werkdade of minder by dieselfde werkgewer gewerk het.

11. HOLIDAY FUND**A. Operation of the Holiday Fund**

(1) The operation of the Fund established under Government Notice R. 956 of 13 June 1969 and known as the Labourers' Holiday Fund Scheme for the Building Industry (Transvaal) and hereby renamed as the Non-Artisans' Holiday Fund for the Building Industry (Transvaal) (hereinafter referred to as the "Fund") is continued hereby. The Fund shall consist of—

(a) all moneys accruing under the provisions of subclause D hereof; and

(b) any other moneys to which the fund may become entitled.

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

(3) The moneys of the Fund shall be used for payments in accordance with the provisions of subclause F hereof.

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

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

(ii) National Savings Certificates;

(iii) Post Office savings accounts or certificates;

(iv) Savings accounts, permanent shares or fixed deposits in registered Building Societies or Banks;

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

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

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

B. Administration of the Fund

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

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

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

C. Audit of the Fund

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

(a) all moneys received in terms of the provisions of this clause;

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

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

D. Holiday Fund Allowance and Holiday Fund Contributions

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement or any other published agreement of the Council, every employer shall pay to the following classes of employees, the allowance prescribed hereunder in respect of every hour worked by such an employee which shall compensate him for the holiday period and public holidays prescribed in clause 18, which do not fall within the holiday period: Provided that this allowance shall not be paid in respect of overtime.

Class of employee	Hourly allowance Cents
(i) Operative Grade I.....	6
(ii) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 3 500 kilograms.....	5
(iii) Operative Grade II.....	5
(iv) Operative Grade III.....	4,5

11. VAKANSIEFONDS**A. Geldigheidsduur van die Vakansiefonds**

(1) Die geldigheidsduur van die fonds ingestel by Goewermentkennisgewing R. 956 van 13 Junie 1969 en wat bekend staan as die Arbeidersverlofondsskema vir die Bounywerheid (Transvaal) en wat hierby hernoem word as Vakansiefonds vir Nie-ambagsmanne in die Bounywerheid (Transvaal) (hierna die "Fonds" genoem), word hierby voortgesit. Die Fonds bestaan uit—

(a) alle gelde wat kragtens subklousule D hiervan oploep; en

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

(2) Alle geld wat die Fonds toeval, moet binne twee dae ná ontvangs daarvan in 'n afsonderlike rekening by 'n geregistreerde bank in die krediet van die Fonds gedeponeer word.

(3) Die gelde van die Fonds moet aangewend word vir uitbetalings ooreenkomstig subklousule F hiervan.

(4) (a) Geld wat nie benodig word om aan lopende uitbetalings te voldoen nie, kan van tyd tot tyd belê word in—

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

(ii) Nasionale Spaarsertifikate;

(iii) Poskantoorpaarrekenings of -sertifikate;

(iv) Spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke;

(v) op ander maniere wat die Registrateur goedkeur.

(b) Rente gekweek op beleggings ingevolge paragraaf (a) hiervan, val die algemene fondse van die Raad toe.

(5) Alle betalings uit die Fonds moet per tjek gedoen word waarteen die Voorzitter, Ondervoorzitter of sodanige ander lede en plaasvervangers van die Raad en mede-onderteker is deur die Sekretaris of sodanige ander plaasvervangers van die Sekretaris as wat die Raad van tyd tot tyd mag bepaal.

B. Administrasie van die Fonds

(1) Die Raad moet die Fonds administreer.

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

(3) Die uitgawes van die Fonds moet uit die algemene fondse van die Raad betaal word.

C. Ouditering van die Fonds

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

(a) alle gelde wat ingevolge hierdie klousule ontvang is;

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

(2) Die geouditeerde staat en balansstaat van die Fonds moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan wat behoorlik deur die ouditeur gewaarmerk en deur die Voorzitter van die Raad mede-onderteken is, saam met 'n verslag wat die ouditeur daarvoor gedoen het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Arbeid ingedien word.

D. Vakansiefondstoelae en Vakansiefondsbydraes

(1) Benewens besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms of enige ander gepubliseerde ooreenkoms van die Raad geregtig mag wees, moet elke werkgever onderstaande klasse werknemers die toelae betaal wat hieronder voorgeskryf word ten opsigte van elke uur wat sodanige werknemer gewerk het, wat hom moet vergoed vir die vakansietydperk en openbare vakansiedae voorgeskryf in klousule 18, wat nie binne die vakansietydperk val nie: Met dien verstande dat hierdie toelae nie ten opsigte van oortyd betaal word nie.

Klas werknemer	Toelae per uur Sent
(i) Werksman graad I.....	6
(ii) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan die voertuig vas is of daardeur getrek word meer as 3 500 kilogram is.....	5
(iii) Werksman graad II.....	5
(iv) Werksman graad III.....	4,5

Class of employee

Hourly allowance
Cents

(v) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 1 300 kilograms up to and including 3 500 kilograms.....	4
(vi) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is up to and including 1 300 kilograms.....	3,5
(vii) Operative Grade IV.....	3,5
(viii) Operative Grade V.....	3
(ix) Employees in all other trades or occupations not elsewhere specified, excluding apprentices, artisans and trainees under the Training of Artisans Act, 1951.....	3
(x) Unskilled labourer, Area A, on construction work.....	3
(xi) Operative Grade VI, Area A, not on construction work.....	2,5
(xii) Operative Grade VI, Area B, on construction work.....	2,5
(xiii) Unskilled labourer, Area B, on construction work.....	2,5
(xiv) Unskilled labourer, Area A, not on construction work.....	2,5
(xv) Operative Grade VI, Area B, not on construction work.....	2,5
(xvi) Unskilled labourer, Area B, not on construction work.....	2
<i>Per shift</i>	
(xvii) Employee engaged on patrolling premises and guarding property.....	20,5

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

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

(ii) where an employee has previously worked during the same week for another employer for 16 hours or more;

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

Class of employee

Amount
R

(i) Operative Grade I.....	2,64
(ii) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 3 500 kilograms.....	2,20
(iii) Operative Grade II.....	2,20
(iv) Operative Grade III.....	1,98
(v) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 1 300 kilograms up to and including 3 500 kilograms.....	1,98
(vi) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is up to and including 1 300 kilograms.....	1,54
(vii) Operative Grade IV.....	1,54
(viii) Operative Grade V.....	1,32
(ix) Employees in all other trades or occupations not elsewhere specified, excluding apprentices, artisans and trainees under the Training of Artisans Act, 1951.....	1,32
(x) Unskilled labourer, Area A, on construction work.....	1,32
(xi) Operative Grade VI, Area A, not on construction work.....	1,32
(xii) Operative Grade VI, Area B, on construction work.....	1,10
(xiii) Unskilled labourer, Area B, on construction work.....	1,10
(xiv) Unskilled labourer, Area A, not on construction work.....	1,10
(xv) Operative Grade VI, Area B, not on construction work.....	1,10
(xvi) Unskilled labourer, Area B, not on construction work.....	1,10
(xvii) Employee engaged on patrolling premises and guarding property.....	1,32

Klas werknemer

Toelae
per uur
Sent

(v) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan die voertuig vas is of daardeur getrek word meer as 1 300 kilogram maar hoogstens 3 500 kilogram is....	4
(vi) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan die voertuig vas is of daardeur getrek word hoogstens 1 300 kilogram is.....	3,5
(vii) Werksman graad IV.....	3,5
(viii) Werksman graad V.....	3
(ix) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951.....	3
(x) Ongeskoolde arbeider, gebied A, op bouwerk ..	3
(xi) Werksman graad VI, gebied A, nie op bouwerk nie.....	2,5
(xii) Werksman graad VI, gebied B, op bouwerk....	2,5
(xiii) Ongeskoolde arbeider, gebied B, op bouwerk..	2,5
(xiv) Ongeskoolde arbeider, gebied A, nie op bouwerk nie.....	2,5
(xv) Werksman graad VI, gebied B, nie op bouwerk nie.....	2,5
(xvi) Ongeskoolde arbeider, gebied B, nie op bouwerk nie.....	2
<i>Per skof</i>	
(xvii) Werknemer wat persele patroleer en eiendom bewaak.....	20,5

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

(i) wanneer 'n werknemer minder as 16 uur per dag gewerk het; of

(ii) wanneer 'n werknemer voorheen gedurende dieselfde week 16 uur of meer vir 'n ander werkgever gewerk het; geen bydraes ten opsigte van sodanige werknemers gemaak word nie, maar die uitoelae ten opsigte van die vakansiefonds wat in paragraaf (1) hiervan voorgeskryf word, weekliks in kontant aan sodanige werknemers betaal moet word ten opsigte van die gewone ure gedurende sodanige week gewerk—

Klas werknemer

Bedrag
R

(i) Werksman graad I.....	2,64
(ii) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 3 500 kilogram is.....	2,20
(iii) Werksman graad II.....	2,20
(iv) Werksman graad III.....	1,98
(v) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 1 300 kilogram maar hoogstens 3 500 kilogram is....	1,98
(vi) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word hoogstens 1 300 kilogram is.....	1,54
(vii) Werksman graad IV.....	1,54
(viii) Werksman graad V.....	1,32
(ix) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding vir Ambagsmanne, 1951.....	1,32
(x) Ongeskoolde arbeider, gebied A, op bouwerk...	1,32
(xi) Werksman graad VI, gebied A, nie op bouwerk nie.....	1,32
(xii) Werksman graad VI, gebied B, op bouwerk....	1,10
(xiii) Ongeskoolde arbeider, gebied B, op bouwerk...	1,10
(xiv) Ongeskoolde arbeider, gebied A, nie op bouwerk nie.....	1,10
(xv) Werksman graad VI, gebied B, nie op bouwerk nie.....	1,10
(xvi) Ongeskoolde arbeider, gebied B, nie op bouwerk nie.....	1,10
(xvii) Werknemer wat persele patroleer en eiendom bewaak.....	1,32

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

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

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

(4) Every employer shall, in respect of each amount paid into the Fund in terms of paragraph (2) (a), issue a voucher on every pay-day to each of his employees to whom this Agreement applies.

(5) No employer shall issue more than one voucher to an employee in respect of any one week.

(6) Every employee shall accept and affix the said voucher in his contribution card: Provided that where the contribution card is kept by the employer, the voucher shall be affixed in the contribution card by the employer weekly.

(7) An employee who performs two or more classes of work specified in paragraph (1), for which he receives vouchers of different denominations, shall affix all such vouchers in the same Holiday Fund Card.

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

(9) (a) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of paragraphs (2) (a) and (4) on due date shall pay interest at the rate of 10 per cent (ten per cent) per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

(b) Where contributions for vouchers as described in paragraph (10) are being collected by means of computer assessments, every employer who fails to pay any contribution on due date, as laid down in paragraph (4), shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

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

E. Contribution Cards and Vouchers

(1) (a) Every employer who employs an employee specified in subclause D (1), shall within 20 days of such employment, obtain from the Secretary a contribution card in respect of such employee: Provided that this shall not apply in respect of an employee who is already in possession of a contribution card.

(b) Every employee for whom a contribution card has not been obtained in terms of subparagraph (a) above, shall within 20 days after receiving a voucher apply to the Secretary for a contribution card.

(2) Application forms for contribution cards shall be obtainable from the Secretary of the Fund and be in such form as may be determined by the Council from time to time. All such applications shall be made on the official form which must be properly and fully completed. No contribution cards shall be issued if any relevant information is omitted therefrom.

(3) (a) The Secretary shall issue a contribution card to each applicant and allocate a serial number to him which, together with the employee's name and identity/national identity number shall be recorded on the contribution card.

(b) The Secretary shall maintain a register of all employees in respect of whom contribution cards have been issued. The said register shall provide the following information in respect of each employee upon whom the provisions of this Agreement is binding:

- (i) Full name as reflected on reference book or identity card or identity document.
- (ii) reference book number or identity card number or identity number,
- (iii) occupation,
- (iv) number allocated by the Fund.

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

(5) Every employer shall note in his records the contribution card number allocated by the Fund, in respect of all his employees upon whom the provisions of this Agreement are binding.

(b) 'n Werkgewer het die reg om die bedrag wat in subparagraaf (a) hierbo voorgeskryf word, af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling aan die Fonds ingevolge genoemde subparagraaf (a) gedoen is.

(c) Wanneer 'n werknemer gedurende 'n week by meer as een werkgewer in diens was, is subparagraawe (a) en (b) hiervan van toepassing slegs op die werkgewer by wie die werknemer die eerste vir minstens 16 uur gedurende sodanige week in diens was.

(3) Vir elke bedrag wat 'n werkgewer ingevolge paragraaf (2) (a) in die Fonds inbetaal, moet die Sekretaris 'n bewys aan sodanige werkgewer uitreik.

(4) Elke werkgewer moet ten opsigte van elke bedrag wat ingevolge paragraaf (2) (a) in die Fonds inbetaal word, op elke betaaldag 'n bewys aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, uitreik.

(5) 'n Werkgewer mag hoogstens een bewys ten opsigte van 'n week aan 'n werknemer uitreik.

(6) Elke werknemer moet genoemde bewys aanneem en in sy bydraekaart plak: Met dien verstande dat wanneer die werkgewer die bydraekaart hou, die werkgewer elke week die bewys in die bydraekaart moet plak.

(7) 'n Werknemer wat twee of meer klasse werk wat in paragraaf (1) hiervan vermeld word, verrig waarvoor hy bewyse van verskillende geldwaardes ontvang, moet alle sodanige kaarte in dieselfde vakansiefondskaart plak.

(8) Elke werkgewer moet te alle tye 'n toereikende voorraad bewyse wat in paragraaf (3) gemeld word, aanhou: Met dien verstande dat 'n werkgewer 'n terugbetaling vir die waarde van ongebruikte bewyse van die Fonds kan verkry. 'n Aansoek om sodanige terugbetaling moet hoogstens ses maande nadat hierdie Ooreenkoms verstryk het, by die Sekretaris van die Fonds gedoen word.

(9) (a) 'n Werkgewer wat nalaat of versuim om die bewyse wat ingevolge paragraawe (2) (a) en (4) voorgeskryf word, op die vervaldatum te koop en uit te reik, moet rente teen die koers van 10% (tien persent) per jaar op die waarde van sodanige bewyse betaal vanaf die datum waarop hulle gekoop moes geword het tot op die datum waarop hulle werklik gekoop is.

(b) Waar bydraes vir bewyse soos beskryf in paragraaf (10) ingesamel word by wyse van rekenoutomaataanslae, moet elke werkgewer wat versuim om te betaal op die geldige datum soos in paragraaf (4) bepaal, wanneer hy deur die Raad beveel word om dit te doen, 'n bedrag by die Raad deponeer gelykstaande met die bydraes van vier weke of die tydperk wat hy agterstallig is, op welke een van die twee die Raad ook al mag besluit.

(10) Die Raad kan na goeddunke die bewys wat in paragraaf (3) gemeld word, kombineer met ander bewyse wat die Raad uitreik ten opsigte van ander fondse wat hy administreer, en die gekombineerde bewys moet in sodanige vorm wees as wat die Raad van tyd tot tyd mag bepaal.

E. Bydraekaarte en Bewyse

(1) (a) Elke werkgewer wat 'n werknemer in subklousule D (1) gespesifiseer, in diens neem, moet binne 20 dae na sodanige indiensneming 'n bydraekaart ten opsigte van sodanige werknemer van die Sekretaris verkry: Met dien verstande dat dit nie van toepassing is ten opsigte van 'n werknemer wat reeds in besit van 'n bydraekaart is nie.

(b) Elke werknemer vir wie geen bydraekaart ingevolge subparagraaf (a) hierbo verkry is nie, moet binne 20 dae nadat hy 'n bewys ontvang het, by die Sekretaris om 'n bydraekaart aansoek doen.

(2) Aansoekvorms om bydraekaarte moet van die Sekretaris van die Fonds verkry word en moet in sodanige vorm wees as wat die Raad van tyd tot tyd mag bepaal. Alle sodanige aansoeke moet op die amptelike vorm gedoen word en moet behoorlik en volledig ingevul word. Geen bydraekaarte word uitgereik indien enige relevante inligting weggelaat is nie.

(3) (a) Die Sekretaris moet 'n bydraekaart aan elke applikant uitreik en 'n reeksnommer aan hom toeken wat, saam met die werknemer se naam en persoonsnommer, op die bydraekaart aangeteken moet word.

(b) Die Sekretaris moet 'n register byhou van alle werknemers ten opsigte van wie bydraekaarte uitgereik is. Genoemde register moet onderstaande inligting ten opsigte van elke werknemer vir wie hierdie Ooreenkoms bindend is, verstrek—

- (i) volle naam soos op bewysboek of persoonskaart of identiteitsdokument gemeld;
- (ii) bewysboeknommer of persoonskaartenommer of identiteitsnommer;
- (iii) beroep;
- (iv) nommer wat die Raad toegeken het.

(4) Die Raad kan na goeddunke die bydraekaart kombineer met enige ander bydraekaart wat die Raad uitreik ten opsigte van ander fondse wat hy administreer, en dit moet in sodanige vorm wees as wat die Raad van tyd tot tyd mag bepaal.

(5) Elke werkgewer moet in sy registers die bydraekaartnomme aanteken wat die Fonds toegeken het ten opsigte van al sy werknemers vir wie hierdie Ooreenkoms bindend is.

(6) Upon termination of employment of an employee whose contribution card is kept by his employer, such employer shall immediately hand the contribution card to such employee: Provided that the contribution card shall be returned to the Secretary within 14 days in the case of an employee who has deserted.

(7) Every employee to whom this Agreement applies shall on request of the Secretary of the Fund or his employer, produce his contribution card within seven days.

(8) Contribution cards and vouchers are not transferable and shall not be pledged, ceded or disposed of in any way other than in the manner prescribed in this clause. The Fund shall only recognise contribution cards issued by the Council and all contribution cards shall remain the property of the Council.

(9) A stamp year shall run from the first Friday in November in any one year to the last Friday in October of the next year. All stamps received by an employee subsequent to the last Friday in October shall be affixed in his contribution card for the ensuing year.

F. Payments from the Fund

(1) As early as possible after the last Friday in October, and not later than 20 November, each employee shall return his contribution card to the Secretary of the Fund in exchange for a receipt and new contribution card.

(2) Where the contribution card is kept by an employer, such employer shall submit the contribution card to the Secretary in accordance with the requirements of paragraph (1).

(3) The Secretary shall calculate the total amount of the contributions paid, in terms of subclause D (2) in respect of all the vouchers affixed in the employee's contribution card, and pay such amount to the employee in accordance with the provisions of subclause A (5), on a date to be determined by the Council, and to be not later than the day prior to the commencement of the holiday period prescribed in clause 18.

(4) Notwithstanding the provisions of paragraph (1) the Council shall have the right, where special circumstances exist, to authorise payment at an earlier date.

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

(6) In the event of death of an employee and upon production of his contribution card and a certified copy of the death certificate to the Secretary, the amount due from the Fund in respect of all vouchers issued to the deceased shall be paid to his estate.

(7) No payment shall be made from the fund in respect of vouchers issued in terms of subclause D (4) unless such vouchers are affixed in the contribution card in accordance with subclause D (6).

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

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

(10) If an employee should fail or omit to claim the value of vouchers issued to him within a period of 12 months from the date on which the holiday period terminates, the value thereof shall be transferred to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after 12 months upon production of such vouchers.

(11) No employee shall be entitled to payment in respect of more than 49 vouchers in any stamp year.

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

G. Expiry of the Agreement

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

(6) By diensbeëindiging van 'n werknemer wie se bydraekaart deur sy werkgever gehou word, moet sodanige werkgever onmiddellik die bydraekaart aan sodanige werknemer oorhandig: Met dien verstande dat die bydraekaart binne 14 dae aan die Sekretaris teruggestuur moet word in die geval van 'n werknemer wat gedros het.

(7) Elke werknemer op wie hierdie Ooreenkoms van toepassing is, moet op versoek van die Sekretaris van die Fonds of sy werkgever, sy bydraekaart binne sewe dae voorlê.

(8) Bydraekaarte en bewyse is nie oordraagbaar nie en mag nie verpand, gesedeer of daaroor beskik word op enige ander wyse as die wat in hierdie klousule voorgeskryf word nie. Die Fonds erken slegs bydraekaarte wat die Raad uitreik en alle bydraekaarte bly die eiendom van die Raad.

(9) 'n Seëljaar strek van die eerste Vrydag in November in 'n bepaalde jaar tot die laaste Vrydag in Oktober van die volgende jaar. Alle seëls wat 'n werknemer ná die laaste Vrydag in Oktober ontvang, moet vir die daaropvolgende jaar in sy bydraekaart geplak word.

F. Betalings uit die Fonds

(1) So spoedig moontlik ná die laaste Vrydag in Oktober maar voor of op 20 November, moet elke werknemer sy bydraekaart aan die Sekretaris van die fonds terugbesorg in ruil vir 'n kwitansie en nuwe bydraekaart.

(2) Wanneer 'n werkgever die bydraekaart hou, moet sodanige werkgever die bydraekaart ooreenkomstig paragraaf (1) aan die Sekretaris voorlê.

(3) Die Sekretaris moet die totale bedrag van die bydraes wat betaal is, bereken ingevolge subklousule D (2) ten opsigte van al die bewyse wat in die werknemer se bydraekaart geplak is en moet sodanige bedrag aan die werknemer betaal ooreenkomstig subklousule A (5), op 'n datum wat die Raad moet bepaal en vóór of op die dag vóór die begin van die vakansietydperk wat in klousule 18 voorgeskryf word.

(4) Ondanks paragraaf (1), het die Raad die reg om, waar spesiale omstandighede bestaan, betaling op 'n vroeër datum te magtig.

(5) Bydraekaarte wat ná 20 November ingelewer word, moet tot ná die jaarlikse vakansietydperk vir betaling teruggehou word: Met dien verstande dat die Raad die reg het om betaling na goeddunke en op sodanige voorwaardes as wat hy nodig mag ag, te magtig.

(6) Ingeval van die dood van 'n werknemer en met die voorlegging van sy bydraekaart en 'n gewaarmerkte afskrif van die doodsertifikaat aan die Sekretaris, moet die bedrag wat verskuldig is uit die Fonds ten opsigte van alle bewyse wat aan die afgestorwe werknemer uitgereik is, aan sy boedel betaal word.

(7) Geen betaling mag uit die fonds gedoen word ten opsigte van bewyse wat ingevolge subklousule D (4) uitgereik is nie, tensy sodanige bewyse ooreenkomstig subklousule D (6) in die bydraekaart geplak is.

(8) Geen betaling mag uit die Fonds gedoen word ten opsigte van bewyse waarop uitwissings voorkom of wat vernietig, beskadig of waarmee op enige manier geknoei is nie: Met dien verstande dat die Raad die reg het om betaling na goeddunke te magtig.

(9) Geen betaling mag uit die Fonds gedoen word nie ten opsigte van bewyse aan enigen, uitgesonderd die werknemer wie se naam die Raad ingevul het op die bydraekaart wat sodanige bewyse bevat.

(10) As 'n werknemer nalaat of versuim om die waarde van die bewyse wat aan hom uitgereik is, te eis binne 'n tydperk van 12 maande vanaf die datum waarop die vakansietydperk eindig, word die waarde daarvan aan die algemene fondse van die Raad verbeur. Die Raad moet egter alle eise om betaling wat ná 12 maande met die voorlegging van sodanige bewyse ingedien word, oorweeg.

(11) 'n Werknemer is geregtig op betaling ten opsigte van hoogstens 49 bewyse in 'n bepaalde seëljaar.

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

G. Verstryking van die Ooreenkoms

(1) (a) Met die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en indien geen latere Ooreenkoms gesluit word ten einde die werksaamhede van die Fonds voort te sit nie, moet die Raad voortgaan om die Fonds te administreer, en indien 'n latere Ooreenkoms nie binne 'n tydperk van twee jaar nadat hierdie Ooreenkoms of 'n verlenging daarvan verstryk het, gesluit word nie, moet die Raad die Fonds ingevolge subklousule H likvideer.

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

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

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

(c) Upon the expiration of this Agreement, subject to the provisions of paragraphs (1) and (2) hereof, the Fund shall be liquidated in terms of subclause H of this clause by the Council or the trustee or trustees appointed by the Registrar.

H. Liquidation of the Fund

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

(2) If upon the expiration of the said period of 12 months the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as follows:

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

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

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

12. PENSION OR LIKE FUND

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

Employees for whom wages are prescribed in—

	R
(a) clause 4 (1) (a).....	3,20
(b) clause 4 (1) (b), (c), (d) and (e).....	2,40
(c) clause 4 (1) (f), (g), (h), (i), (j), (k) and (q).....	1,60
(d) clause 4 (1) (l), (m), (n), (o) and (p).....	1,20

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

Employees for whom wages are prescribed in—

	Cents
(a) clause 4 (1) (a).....	8
(b) clause 4 (1) (b), (c), (d) and (e).....	6
(c) clause 4 (1) (f), (g), (h), (i), (j), (k) and (q).....	4
(d) clause 4 (1) (l), (m), (n), (o) and (p).....	3

(3) An employer shall be entitled, in respect of the contributions made by him in terms of subclause (1), to deduct from the remuneration of the employees mentioned hereunder the following amounts weekly: Provided that where an employee is

(b) Indien die Raad nie in staat is om die Fonds ingevolge hierdie subklousule te administreer en/of te likwideer nie, en/of nie in staat is nie of onwillig is om sy werksaamhede te verrig, of 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds volgens die mening van die Registrateur se mening onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die werksaamhede van die Raad vir sodanige doeleindes te verrig.

(2) (a) Indien die Raad ontbind word of indien dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Raad wat op daardie tydstop bestaan, voortgaan om die Fonds te administreer. Indien 'n vakature in die Raad ontstaan, kan die Registrateur dit uit die geledere van die werkgewers of werknemers vul, na gelang van die geval, ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Raad te versker.

(b) Indien die Raad wat op 'n bepaalde tydstop bestaan, nie in staat is nie of onwillig is om sy werksaamhede te verrig of indien 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds volgens die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die werksaamhede van die Raad te verrig, en sodanige trustee of trustees besit al die bevoegdhede van die Raad vir sodanige doeleindes.

(c) Wanneer hierdie Ooreenkoms, behoudens paragrawe (1) en (2) hiervan, verstryk, moet die Raad of die trustee of trustees wat die Registrateur aangestel het, die Fonds ingevolge subklousule H van hierdie klousule likwideer.

H. Likwidasië van die Fonds

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

(2) Indien die sake van die Raad reeds afgehandel en sy bates verdeel is, nadat genoemde tydperk van 12 maande verstryk het, moet die balans van die Fonds soos volg verdeel word:

(a) Twee-vyftes aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie ten tye van likwidasië;

(b) twee-vyftes aan die vakverenigings wat in die Raad verteenwoordig is, wat onder sodanige vakverenigings verdeel moet word in verhouding tot die volwaardige lede van elke vakvereniging ten tye van likwidasië; die uitdrukking "lidmaatskap" word beperk tot daardie lede wat deur hierdie Ooreenkoms gedek is;

(c) oor een-vyftde moet ingevolge artikel 34 (4) (c) van die Wet beskik word.

12. PENSIOEN OF SOORTGELYKE FONDS

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

Werknemers vir wie lone voorgeskryf word in—

	R
(a) klousule 4 (1) (a).....	3,20
(b) klousule 4 (1) (b), (c), (d) en (e).....	2,40
(c) klousule 4 (1) (f), (g), (h), (i), (j), (k) en (q).....	1,60
(d) klousule 4 (1) (l), (m), (n), (o) en (p).....	1,20

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

Werknemers vir wie lone voorgeskryf word in—

	Sent
(a) klousule 4 (1) (a).....	8
(b) klousule 4 (1) (b), (c), (d) en (e).....	6
(c) klousule 4 (1) (f), (g), (h), (i), (j), (k) en (q).....	4
(d) klousule 4 (1) (l), (m), (n), (o) en (p).....	3

(3) 'n Werkgewer is daarop geregtig om ten opsigte van di bedrae ingevolge subklousule (1) deur hom betaal, die volgende bedrae weekliks af te trek van die besoldiging van die werknemers hieronder genoem: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werk

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:

Employees for whom wages are prescribed in—

	R
(a) clause 4 (1) (a).....	3,20
(b) clause 4 (1) (b), (c), (d) and (e).....	2,40
(c) clause 4 (1) (f), (g), (h), (i), (j), (k) and (q)....	1,60
(d) clause 4 (1) (l), (m), (n), (o) and (p).....	1,20

(4) (a) The amounts paid by employers in terms of subclause (1) shall be applied for a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a) the Council shall be entitled to enter into an agreement or agreements or to continue an existing agreement or agreements, with the Federated Employers' Insurance Company Limited.

Copies of all rules relating to such funds shall be lodged with the Secretary for Labour with whom copies of all alterations or amendments thereto shall also from time to time be lodged.

(5) (a) For each amount paid to the Council in terms of subclause (1), the Secretary shall issue a voucher to such employer.

(b) Every employer shall on every pay-day issue such voucher to each of his employees in respect of whom payment has been made in terms of subclause (1).

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

(7) An adequate supply of the vouchers referred to in subclause (5) shall at all times be maintained by all employers: Provided that an employer may obtain a refund from the Council of the value of any unused vouchers. Applications for such refunds shall be made to the Secretary not later than three months after the date of termination of the stamp year.

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

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

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

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

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

(12) (a) An employer who fails to purchase any voucher required in terms of this clause on due date shall be required to pay interest at the rate of 10 per cent per annum on the amount of such voucher from the day on which it should have been purchased to the date on which it is actually purchased.

(b) Where contributions for vouchers as described in subclause (11) hereof are being collected by means of computer assessments, every employer, who fails to pay any contributions on due date, as laid down in subclause (5) (b), shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

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

(1) *Operation of the Fund.*—The operation of the Fund established under Government Notice R. 3971 of 19 December 1969, and known as the "Non-Artisan Sick Pay Fund for the Building Industry (Transvaal)" and hereinafter referred to as the "Fund", is continued hereby.

(2) *Contributions.*—(a) Every employer shall in respect of every employee, for whom wages are prescribed in clause 4, employed by him for 16 or more hours ordinary time during a week, pay

gewers 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:

Werknemers vir wie lone voorgeskryf word in—

	R
(a) klousule 4 (1) (a).....	3,20
(b) klousule 4 (1) (b), (c), (d) en (e).....	2,40
(c) klousule 4 (1) (f), (g), (h), (i), (j), (k) en (q)....	1,60
(d) klousule 4 (1) (l), (m), (n), (o) en (p).....	1,20

(4) (a) Die bedrae deur werkgevers kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir werknemers vir wie bydraes gemaak word.

(b) Ten einde die oogmerke van paragraaf (a) te implementeer, is die Raad daarop geregtig om 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit, met die Federated Employers' Insurance Company Limited.

Eksemplare van alle reëls betreffende sodanige fondse moet voorgelê word aan die Sekretaris van Arbeid by wie kopieë van alle wysigings of veranderings daaraan ook van tyd tot tyd ingedien moet word.

(5) (a) Vir elke bedrag wat aan die Raad kragtens subklousule (1) betaal word, moet die Sekretaris 'n bewys aan sodanige werkgever uitreik.

(b) Elke werkgever moet op elke betaaldag sodanige bewys aan elkeen van sy werknemers uitreik ten opsigte van wie betaling kragtens subklousule (1) gedoen is.

(6) Elke werknemer moet sodanige bewys wat deur sy werkgever aan hom uitgereik is, onmiddellik in sy bydraekaart plak, wat deur hom gehou moet word.

(7) 'n Voldoende voorraad bewyse in subklousule (5) bedoel, moet te alle tye by alle werkgevers beskikbaar wees: Met dien verstande dat 'n werkgever 'n terugbetaling van die Raad kan verkry vir die waarde van enige ongebruikte bewyse. Aansoeke om sodanige terugbetalings moet by die Sekretaris ingedien word nie later nie as drie maande na die beëindiging van die seëljaar.

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

(9) Die bydraekaart en bewyse in hierdie klousule bedoel, moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

(10) (a) Bewyse uitgereik kragtens hierdie klousule is nie oordraagbaar nie en geen werkgever mag bewyse wat op enige ander wyse verkry is as dié ooreenkomstig die bepaling van hierdie klousule aan sy werknemers uitreik nie.

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

(11) Die Raad kan na goedgekeurde bewyse en bydraekaart in hierdie klousule bedoel, kombineer met enige ander bewyse of bydraekaarte wat reeds deur die Raad uitgereik is ten opsigte van enige ander fonds wat deur hom geadminestreer word, en dié moet in die vorm wees wat deur die Raad van tyd tot tyd bepaal word.

(12) (a) Van 'n werkgever wat versuim om enige bewys te koop wat kragtens hierdie klousule op die bepaalde datum vereis word, word vereis om rente te betaal teen die koers van 10 persent per jaar op die bedrag van sodanige bewys vanaf die datum waarop dit gekoop moes gewees het tot die datum waarop dit werklik gekoop is.

(b) Waar bydraes vir bewyse soos in subklousule (11) hiervan beskryf, ingesamel word by wyse van rekenoutomaataanslae, moet elke werkgever wat versuim om enige bydraes te betaal op die geldige datum soos in subklousule (5) (b) bepaal wanneer hy deur die Raad versoek word om dit te doen, 'n bedrag gelyk aan die bedrag van die bydraes vir vier weke of vir die tydperk wat hy agterstallig is, na gelang van wat die Raad mag besluit, by die Raad deponeer.

12A.—SIEKEFONDS VIR NIE-AMBAGSMANNE IN DIE BOUWYWERHEID (TRANVAAL)

(1) *Geldigheidsduur van die Fonds.*—Die geldigheidsduur van die Fonds ingestel by Goewermentskennisgewing R. 3971 van 19 Desember 1969 en wat bekend staan as die Siekefonds vir Nie-ambagsmanne in die Bouwywerheid (Transvaal), hierna die "Fonds" genoem, word hierby voortgesit.

(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

to the Council in accordance with the procedure prescribed in paragraphs (b) and (c) of this subclause 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 (a) provided that where an employee is employed by two or more employers during the same week the deduction shall be made by the employer by whom he was first employed during that week for 16 or more ordinary working hours.

(c) The contributions shall be paid to the Council in accordance with the procedure prescribed in clause 12 (5).

(d) The provisions of clause 12 (6) to 12 (12) (inclusive) of this Agreement shall also be observed in respect of this clause.

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

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

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

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

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

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

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

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

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

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

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

(b) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council signed by the Chairman of the Council, together with any report and copies thereof, duly certified by the auditor and counter-

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 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) 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 in klousule 12 (5) voorgeskryf, aan die Raad betaal word.

(d) Klousule 12 (6) tot en met 12 (12) van hierdie Ooreenkoms moet ook ten opsigte van hierdie klousule nagekom word.

(3) *Administrasie van die Fonds.*—(a) Die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig is, tesame met 'n gelyke getal verteenwoordigers van die werkgeversorganisasies.

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

(ii) Die Raad kan te eniger tyd nuwe reëls opstel en bestaande reëls wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van 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 appèleer na die Raad wie se beslissing finaal is.

(d) 'n Geskil betreffende die uitleg, betekenis of bedoeling van 'n bepaling van hierdie klousule of betreffende die administrasie van die Fonds wat die Bestuurskomitee nie kan besleg nie, moet vir beslissing na die Raad verwys word.

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

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

(g) Die geld van die Fonds moet gebruik word vir die uitbetaling van voordele soos in hierdie klousule voorgeskryf, en vir die betaling van onkoste wat in verband met die administrasie van die Fonds aangegaan is.

(h) Alle geld wat aan die Fonds behoort, kan van tyd tot tyd belê word in staatseffekte, Nasionale Spaarsertifikate, Posspaarbankrekenings of -sertifikate, of in vaste depositorekenings, of ten opdragte 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 mede-onderteken word.

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

(i) Alle geld wat ooreenkomstig hierdie klousule ontvang is;

(ii) alle uitgawes onder alle hoofde aangegaan in die loop van die 12 maande geëindig 31 Desember van die vorige jaar, tesame met 'n balansstaat wat die bate en laste van die Fonds op daardie datum toon.

(b) Dié geouditeerde staat en die balansstaat van die Fond moet daarna in die kantoor van die Raad ter insae lê, en afskrifte daarvan, behoorlik deur die ouditeur gesertifiseer en deur die Voorsitter van die Raad mede-onderteken, tesame met dié

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 subclause shall be entitled to sick pay in accordance with the following provisions:

(i) In a cycle of one year from the date on which he becomes unable to work, for a period or periods not exceeding 65 working days in total—

in the case of an employee for whom wages are prescribed in:

- (aa) clause 4 (l) (a), (b) and (c): R2,50 per working day;
- (ab) clause 4 (l) (d), (e), (f), (g) and (h): R2 per working day;
- (ac) clause 4 (l) (i), (j), (k), (l) and (q): R1,50 per working day;
- (ad) clause 4 (l) (m) (n) (o) and (p): R1 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.

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

(iv) An employee who is receiving sick pay in terms of this subclause, shall during the annual holiday period prescribed in terms of clause 18 of this Agreement or any superseding Agreement, continue to receive sick pay at the prescribed rate provided his holiday pay, due to illness or accident, is less than half the holiday pay he would have received, had he worked the full year.

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

- (aa) if he is absent from work due to an accident which is compensable under the Workmen's Compensation Act, 1941;
- (ab) if he is suffering from alcoholism, drug addiction or its sequelae or is incapacitated through sickness due to his own negligence or misconduct;
- (ac) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own actions aggravated his condition or retarded his recovery.

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

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

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

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

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

(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.

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 siek- geld 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 werkdade altesaam—

in die geval van 'n werknemer vir wie lone voorgeskryf word in—

- (aa) klousule 4 (l) (a), (b) en (c): R2,50 per werkdag;
- (ab) klousule 4 (l) (d), (e), (f), (g) en (h): R2 per werkdag;
- (ac) klousule 4 (l) (i), (j), (k), (l) en (q): R1,50 per werkdag;
- (ad) klousule 4 (l) (m), (n), (o) en (p): R1 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 siek- geld aan sodanige werknemer beëindig. Sodanige werknemer is vanaf 'n datum wat die Bestuurskomitee bepaal, nie meer op siek- geld geregtig nie, en die Sekretaris moet hom skriftelik van sodanige datum in kennis stel.

(iii) (aa) 'n Werknemer is slegs op siek- geld geregtig indien hy minstens vier agtereenvolgende werkdade weens siekte of 'n ongeluk van die werk afwesig is.

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

(iv) 'n Werknemer wat ingevolge hierdie subklousule siek- geld ontvang, moet gedurende die jaarlikse vakansie tydperk voorgeskryf ingevolge klousule 18 van hierdie Ooreenkoms of 'n ooreenkoms wat dit vervang, siek- geld teen die voorgeskrewe skaal bly ontvang mits sy vakansiebetaling weens siekte of 'n ongeluk minder as die helfte van die vakansiebetaling is wat hy sou ontvang het indien hy die volle jaar sou gewerk het.

(v) Ondanks andersluidende bepalings in hierdie klousule, is 'n werknemer in ondergenoemde gevalle nie op siek- geld geregtig nie:

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

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

(ac) 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 siek- geld 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 nie tot tyd en wyl die bedrag wat in die krediet van die Fonds staan, meer as R100 000 is.

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

(g) 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 vroegtydig ingetrek kan word, na gelang van die geval. Die Fonds het die nodige magtiging om voordele te verhaal wat uitbetaal is onderwyl die Fonds onbewus was van 'n verandering in die geldelike omstandighede of werkvermoë van die applikant.

(6) *Administrasie deur trustees.*—Ingeval hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede beëindig word, moet die Fonds verder deur die Raad geadminestreer word tot tyd en wyl dit of gelikwied 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.

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 subclause, or the trustee or the trustees as the case may be, in the manner set forth in subclause (7) of this clause, and if upon the 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 subclause (7) of this clause.

(7) *Liquidation*.—Upon liquidation of the Fund and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

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

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

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

13. LATRINES

(1) The main contractor shall be responsible to ensure that proper sanitary accommodation is provided on all contract sites and working premises for Whites and Non-Whites separately, marked on the outside of the door in painted or stencilled letters of at least 5 cm high, to indicate the race for the use of which they are intended. Wherever sewerage points exist, latrines must be connected thereto before the job is started; in other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness and hygiene. The provisions to sewerage points shall not apply in the municipal area of Pretoria where the by-laws in regard to temporary latrines must be observed.

(2) For the purpose of this clause, a latrine means proper sanitary accommodation, constructed of three walls and roof, composed of concrete, brick-work, wood, iron or any combination thereof, or any other suitable material, with a properly hinged door and suitable planed wooden seating or any other suitable seating, the whole to be so constructed to provide a weather-proof shelter, capable of being secured from the inside, the minimum floor space of a latrine shall not be less than 84 cm square with a minimum height of 1,8 m.

14. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees and all matters on which a subcommittee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by such decision, to the Council by way of appeal.

15. EXEMPTIONS

(1) 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.

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 werknemersverteenwoordigers 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 likwidasielaste betaal is, moet soos volg gehandel word met die geld wat in die krediet van die Fonds staan:

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

(b) twee-vyfdes moet betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, en moet onder sodanige vakverenigings verdeel word in verhouding tot die lidmaatskap van elke sodanige vakvereniging op die datum van die likwidasie, waarby die uitdrukking "lidmaatskap" beperk word tot dié lede wat deur hierdie Ooreenkoms gedek is;

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

13. LATRINES

(1) Dit is die hoofkontraakteur se verantwoordelikheid om te verseker dat behoorlike sanitêre geriewe vir Blankes en Nie-Blankes afsonderlik op alle kontrakterreine en werkplekke verskaf en die buitekant van die deur moet met geverfde sjabloonsletters van minstens 5 cm hoog gemerk word om aan te dui vir welke ras se gebruik dié latrines bedoel is. Waar daar rioolaansluitpunte bestaan, moet die latrines daarby aangesluit word voordat daar met die werk begin word; in alle ander gevalle waar ander stelsels gebruik moet word, moet daar daaglik behoorlike toesig gehou word ten einde siindelikheid en higiëne te verseker. Die bepalings betreffende rioolaansluitpunte is nie van toepassing in die munisipale gebied van Pretoria nie, waar die stadsverordeninge in verband met tydelike latrines in ag geneem moet word.

(2) By die toepassing van hierdie klousule, beteken 'n latrine behoorlike sanitêre geriewe, bestaande uit drie mure en 'n dak van beton, steenwerk, hout, yster of 'n kombinasie daarvan, of 'n ander geskikte materiaal gemaak, met 'n behoorlike skarnier deur en geskikte geskaafde houtsitplek of ander geskikte sitplek. Die geheel moet so gekonstrueer wees dat dit 'n weerbestand skuiling bied wat van binne met 'n knip gesluit kan word en die minimum vloer ruimte van 'n latrine moet minstens 84 cm in die vierkant met 'n minimum hoogte van 1,8 m wees.

14. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms, en hy kan menings wat nie met die bepalings daar van onbestaanbaar is nie, vir die leiding van die werkgewers of die werknemers uitspreek, en alle sake waarvoor 'n subkomitee moet of mag beslis, kan deur 'n persoon wat deur so 'n beslissing veronreg is, by wyse van appél na die Raad verwys word.

15. VRYSTELLINGS

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

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

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

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

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

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall pay to the Council in accordance with the procedure prescribed in this clause, in respect of each employee for whom wages are prescribed in this Agreement—

(a) in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h) and (i): 10c per week;

(b) in clause 4 (1) (j), (k), (l), (m), (n), (o), (p) and (q): 2c per week;

excluding employees who have worked previously for 16 hours or more for another employer during the same week: Provided that no payment shall be made in respect of an employee who works less than 16 hours in any week from Monday to Friday (inclusive).

An employer may deduct from the wage of such an employee half of the amount so paid for such week in respect of such employee.

(2) The employer shall on each pay-day issue to each employee concerned a voucher equal to the value of the amount so paid to the Council in respect of him in terms of subclause (1) and such voucher shall be affixed in the employee's contribution card.

(3) The vouchers referred to in subclause (2) shall be purchased by the employer from the Secretary.

(4) The Council may at its discretion combine the voucher and the contribution card referred to in this clause with any other voucher or contribution cards issued by the Council in respect of any other fund administered by the Council, and the combined voucher shall be in such form as may be determined by the Council from time to time.

17. AGENTS

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

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

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

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

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

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

18. ANNUAL LEAVE AND PUBLIC HOLIDAYS

No employer shall require an employee to perform work, and no employer or employee shall perform work in the Industry during the periods or days stated hereunder:

1972—between 5 p.m. on 15 December 1972 and 7 a.m. on 8 January 1973;

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaarde stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is geldig nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet hom hou aan die gewysigde voorwaardes wat ooreenkomstig hierdie klousule deur 'n vrystellingsertifikaat geskep is.

16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer aan die Raad ooreenkomstig die prosedure wat in hierdie klousule voorgeskryf word, die volgende bedrae betaal ten opsigte van elke werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word:

(a) In klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h) en (i): 10c per week;

(b) in klousule 4 (1) (j), (k), (l), (m), (n), (o), (p) en (q): 2c per week,

uitgesonderd werknemers wat voorheen 16 uur of meer gedurende dieselfde week vir 'n ander werkgewer gewerk het: Met dien verstande dat geen betaling gedoen word nie ten opsigte van 'n werknemer wat minder as 16 uur per week van Maandag tot en met Vrydag werk.

'n Werkgewer kan die helfte van die bedrag wat aldus vir so 'n week ten opsigte van so 'n werknemer betaal is van die loon van die werknemer aftrek.

(2) Die werkgewer moet op elke betaaldag aan elke betrokke werknemer 'n bewys uitreik vir die waarde van die bedrag wat ingevolge subklousule (1) namens die betrokke werknemer aan die Raad betaal is en sodanige bewys moet in die werknemer se bewyskaart geplaak word.

(3) Die werkgewer moet die bewyse wat in subklousule (2) gemeld word, van die Sekretaris koop.

(4) Die Raad kan na goedgekeurde bewys en die bydraekaart wat in hierdie klousule gemeld word, kombineer met ander bewyse of bydraekaarte wat die Raad uitreik ten opsigte van 'n ander fonds wat die Raad administreer, en die gekombineerde bewys moet in sodanige vorm wees as wat die Raad van tyd tot tyd mag bepaal.

17. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) enige perseel of plek waarin die bounywerheid beoefen word, te eniger tyd te betree wanneer hy redelike gronde het om te vermoed dat enigeen daar werksaam is;

(b) om enigeen wat hy in of op werksaamheid of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon wat hy dienstig ag, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en van sodanige persone te vereis om te antwoord op die vrae wat gestel word;

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

(2) Die agent kan, wanneer hy inspeksie- of ondersoekwerk verrig, 'n tolk met hom saamneem.

(3) Enigeen vir wie hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat hierbo bedoel word.

18. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Geen werkgewer mag van 'n werknemer vereis om werk te verrig nie, en geen werkgewer of werknemer mag gedurende die tydperke of dae wat hieronder gemeld word, werk in die Nywerheid verrig nie:

1972—tussen 5 nm. op 15 Desember 1972 en 7 vm. op 8 Januarie 1973;

1973—between 5 p.m. on 14 December 1973 and 7 a.m. on 7 January 1974;

1974—between 5 p.m. on 13 December 1974 and 7 a.m. on 6 January 1975;

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

19. EXHIBITION OF AGREEMENT

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

20. EMPLOYMENT OF JUVENILES

No persons under the age of 15 years shall be employed in the Industry.

21. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry, who has not already done so in pursuance of any other Agreement administered by the Council, shall within three months of the date of coming into operation of this Agreement forward to the Secretary of the Council the following particulars:

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

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

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

The title under which the partnership or company is operated shall also be furnished.

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

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

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

(a) wages as prescribed in clause 4;

(b) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council: Provided that the minimum guarantee shall be for an amount of R100.

22. NOTICE BOARD

(1) Every employer shall wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 60 cm by 45 cm, or a notice board approved by the Council, showing the business name and business address of such employer or partnership: Provided that where more than one employer operates on a site, the above particulars of all such employers may be shown on one combined notice board.

(2) This clause shall only apply to jobs of seven days duration and more.

(3) The name of the employers' organisation of which the employer is a member, shall also be shown on the notice board referred to in subclause (1).

23. FIRST-AID

(1) Every main contractor shall in accordance with the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), provide and maintain in good condition on all jobs and in all workshops a satisfactorily equipped first-aid box made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness.

1973—tussen 5 nm. op 14 Desember 1973 en 7 vm. op 7 Januarie 1974;

1974—tussen 5 nm. op 13 Desember 1974 en 7 vm. op 6 Januarie 1975;

of op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag.

19. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale, op 'n opvallende plek wat vir al sy werkgewes maklik toeganklik is, vertoon in elke werkwinkel, werkplek of werf waar hy sake verrig.

20. INDIENSNEMING VAN JEUGDIGES

Geen persone onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

21. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid wat dit nie alreeds ingevolge 'n ander Ooreenkoms, wat deur die Raad geadmistreer word, gedoen het nie, moet binne drie maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Die besonderhede wat ingevolge paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, verstrek word binne een maand vanaf die datum waarop hulle met hul werksaamhede begin.

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

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers soos in subklousule (1) hiervan bedoel.

(3) Elke geregistreerde werkgever moet die Raad binne 14 dae skriftelik verwittig van enige verandering in die besonderhede wat by registrasie verstrek is.

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

(a) se lone soos voorgeskryf in klousule 4;

(b) se ander finansiële verpligtings waarvoor die werkgever kragtens hierdie of enige ander ooreenkoms van die Raad; aanspreeklik is: Met dien verstande dat die minimum waarborg vir 'n bedrag van R100 moet wees.

22. KENNISGEWINGBORD

(1) Elke werkgever moet, waar die boubedryf ook al deur hom of hulle beoefen word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat die Raad goedgekeur het, vertoon wat die besigheidsnaam en besigheidsadres van sodanige werkgever of vennootskap meld: Met dien verstande dat wanneer meer as een werkgever op dieselfde terrein werk, bovermelde besonderhede van al sodanige werkgewers op een gesamentlike kennisgewingbord aangetoon kan word.

(2) Hierdie klousule is slegs van toepassing op werk wat sewe dae of langer duur.

(3) Die naam van die werkgewersorganisasie waarvan die werkgever 'n lid is, moet ook gemeld word op die kennisgewingbord in subklousule (1) bedoel.

23. EERSTEHULP

(1) Elke hoofkontrakteur moet ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), 'n bevestigend uitgeruste eerstehulpkis wat van hout, metaal of plastiek of 'n komposisie daarvan gemaak is en wat toegerus is met 'n geskikte deur of deksel om sindelikhed te verseker, verskaf en in 'n goeie toestand hou.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every 100 persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be taken as 100.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of activities carried on.

(4) Each first-aid box shall be kept in a place readily accessible in case of an accident and there shall be at least one such box on each floor of a building, if the Council so requires.

(5) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and showing the name of the person in charge of such a box.

24. GENERAL

(1) No agreement, expressed or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other agreement; nor shall it effect any waiver by any employee of the application to him of any provision of this or any other agreement. Any such agreement shall be void.

(2) Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires*, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Johannesburg this 4th day of August 1972.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1829

13 October 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice R. 1828 of 13 October 1972, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act, and with effect from 23 October 1972 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement, from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick benefits in terms of clause 12A of the said Agreement.

M. VILJOEN, Minister of Labour.

(2) By alle werk en in alle werkwinkels waar meer as 100 persone in diens is, moet 'n addisionele kis vir elke 100 persone verskaf word. Die getal eerstehulpkiste moet bereken word volgens die grootste getal persone wat op 'n bepaalde tydstip in diens is en 'n breuk van 100 word as 100 beskou.

(3) Elke eerstehulpkis moet geskikte hulpmiddels en benodigdhede bevat ooreenkomstig die aard van die werksaamhede wat verrig word.

(4) Elke eerstehulpkis moet op 'n plek gehou word wat maklik toeganklik is in geval van 'n ongeluk, en indien die Raad dit verlang, moet daar minstens een sodanige kis op elke verdieping van 'n gebou wees.

(5) 'n Kennisgewing moet op 'n opvallende en toeganklike plek aangebring word wat aandui waar 'n eerstehulpkis geplaas is en wat die naam van die persoon wys wat vir sodanige kis verantwoordelik is.

24. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, het die uitwerking dat dit die betaling aan 'n werknemer van minder beloning as dié wat deur hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige voordele wat vir hom minder gunstig is as die behandeling of voordele voorgeskryf in hierdie of enige ander ooreenkoms, veroorloof nie, nóg bewerkstellig dit 'n afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie of enige ander ooreenkoms. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalings. Indien 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is, raak dit hoegenaamd nie die ander bepalings van die Ooreenkoms nie wat in so 'n geval die Ooreenkoms uitmaak.

Op hede die 4de dag van Augustus 1972 te Johannesburg onderteken.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Sekretaris.

No. R. 1829

13 Oktober 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, gepubliseer by Goewermentskennisgewing R. 1828 van 13 Oktober 1972 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van 23 Oktober 1972 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op siektebystand kragtens klousule 12A van genoemde Ooreenkoms geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 1830

13 October 1972

WORK RESERVATION DETERMINATION 6

BUILDING INDUSTRY, TRANSVAAL AND ORANGE FREE STATE.—EXEMPTION IN RESPECT OF CERTAIN AREAS IN TRANSVAAL

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 6, published under Government Notice 17 of 2 June 1961 and republished under Government Notice R. 1871 of 6 December 1963, to all employers and their employees who are bound by the Agreement relating to the Building and Monumental Masonry Industries, Transvaal, published under Government Notice R. 1828 of 13 October 1972, with effect from 23 October 1972 and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that persons who are not White persons may, in the said Industry, perform any work other than that specified in the definition of "artisan" in clause 3 of the said Agreement, operating a power driven crane and driving a mechanical vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle, is 4 536 kg and more.

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. 1830

13 Oktober 1972

WERKRESERVERINGVASSTELLING 6

BOUNYWERHEID, TRANSVAAL EN ORANJE-VRYSTAAT.—VRYSTELLING TEN OPSIGTE VAN SEKERE GEBIEDE IN TRANSVAAL

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers en hul werknemers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 1828 van 13 Oktober 1972 bindend is, met ingang van 23 Oktober 1972 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 6 wat by Goewermentskennisgewing 17 van 2 Junie 1961 gepubliseer en by Goewermentskennisgewing R. 1871 van 6 Desember 1963 herpubliseer is, in dié mate dat persone wat nie Blanke persone is nie, toegelaat word om in genoemde Nywerheid enige werk te verrig uitgesonderd dié wat in die omskrywing van "ambagsman" in klousule 3 van genoemde Ooreenkoms gespesifiseer is, die bediening van 'n kragkraan en die dryf van 'n meganiese voertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat daaraan geheg is of daardeur getrek word, 4 536 kg en meer 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.

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