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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 907

28 May 1976

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, KIMBERLEY.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1979, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 21, 23 and 29, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 21, 23, 24 and 29, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry 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.

S. P. BOTHA, Minister of Labour.

49088—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 907

28 Mei 1976

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, KIMBERLEY.—HOOFDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 21, 23 en 29, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 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 gebied gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 21, 23, 24 en 29, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 eindig, in die gebied gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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 diens.

S. P. BOTHA, Minister van Arbeid.

5143—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KIMBERLEY

AGREEMENT

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

Kimberley Master Builders' and Allied Trades Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by the employers and the employees who are members of the employers' organisation and the trade union, respectively;

(b) in an area bounded by and included in a radius of 9,65 kilometres from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 9,65 kilometres.

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

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

(b) trainees under the Training of Artisans Act, 1951 (Act 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as may be determined by the Minister in terms of section 48 of the Act 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 the Act, and any reference to an act shall include any amendment of such act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and includes a minor employed on probation in a designated trade under that Act;

"block" means a unit of 290 mm x 90 mm x 65 mm or a unit in any other dimensions giving the same or bigger volume;

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

Asphalting, which includes covering floors, flat and/or sloping roofs; water proofing or damp proofing or 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 type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

bricklaying, which includes concreting and the fixing of bricks, concrete blocks, slabs or plates where bedded in mortar, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drain-laying, slating and roof tiling;

glazing, which includes the 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;

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
KIMBERLEY

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangegaan tussen die

Kimberley Master Builders' and Allied Trades Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem) aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 9,65 kilometer vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 9,65 kilometer val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

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

(b) op kwekelinge wat opgelei word ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), van toepassing slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 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 Nywerheidsversoenings, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is, en ook 'n minderjarige wat ingevolge daardie Wet op proef in 'n aangewese bedryf in diens geneem is;

"blok" 'n eenheid van 290 mm x 90 mm x 65 mm of 'n eenheid met enige ander afmetings wat dieselfde of 'n groter volume het;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigerwyse te beperk, die nywerheid waarin die werkgever en die werknemer met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of artikels te maak of te herstel vir gebruik by die oprigting, voltooiing of verbouing van geboue en 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 ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of onderverdelings daarvan betrokke is:

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

messelwerk, wat die volgende insluit: Betonwerk en die vassit van bakstene, betonblokke, -plaatblokke of -plate wat in dagha gelê word, die betoëling van mure en vloere, voeg werk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk en pandekking;

glaswerk, wat die volgende insluit: Die aanbring van alle soorte glas of ander soortgelyke produkte in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelyke vaste toebehore en alle werksaamhede wat daarmee in verband staan;

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental, 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, distemper, staining, varnishing, graining, marbling and spraying, sign-writing and wall decoration;

plastering, which includes modelling, model making, mould making, facing of casts of moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition floor laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes 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, lead 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 or metal in any form which form part of a building or structure;

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

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

"driver" means an employee who is engaged in driving a motor vehicle, and, for the purpose of this definition, "Driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicles, or the load, and all periods during which he is obliged to remain on duty in readiness to drive;

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 9;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie, en ook alle rakkaste, kombuiske of ander kombuistoebehore wat as 'n permanente deel van die gebou aangebring word;

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

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier-, monument- en gedenksteenwerk), betonwerk en die aanbring of bou van vooraf gegiet of kunsklip of kunsmarmer, plaveiwerk, mosafekwerk, voegstryking, muur- en vloerbeteëling, die bediening van 'n Mall en Biax of dergelike tipe draagbare draaibak, buigsame sny-, afwerk en ander klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie en die skerpmak van klipwerkersgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, beitswerk, verniswerk, vlamskilderwerk, marmering en spuitwerk, letterskilderwerk en muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbekleding en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe draaibak, buigsame sny- en afwerkmasjien, vooraf gegiete en kunsklipwerk, muur- en vloerbeteëling, plaveiwerk en mosafekwerk, metaalplaatwerk, akoustiekspuutwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, loodkalkaafwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskotings, uitstallaste, toonbankskerms en binnenshuise los en vas toebehore insluit;

houtwerk, wat die volgende insluit: Timmerwerk, finceerpaneelwerk en die polering en skuur daarvan, houtmasjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfe sinkplaat, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbekleding, die boor van gate en die aanbring van proppe in mure, die bedekking van hout met metaal-, blokkies- en ander vloere met inbegrip van hout, linoleum, rubberkomposisie vloerbekleding met asfaltonderlaag of kurk, insluitende die skuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe draagbare draaiskruis, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie: Met dien verstande egter dat, as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"Raad" die Nywerheidsraad vir die Bounywerheid, Kimberley, wat geag word ingevolge artikel 18 van die Wet geregistreer te wees;

"drywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing, sluit "n motorvoertuig dryf" in elke tydperk waartydens daar gedryf word en enige tyd wat die drywer bestee aan werk wat in verband staan met die voertuig, of die vrag, en elke tydperk waartydens hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk" werk wat nie redelikerwys verrig kan word nie gedurende die ure voorgeskryf in of wat bepaal kan word kragtens klousule 9;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public, or the carrying on of any other industry, business or undertaking;

"journeyman's assistant, Class I" means an employee, registered with the Council in terms of clause 8 (1), engaged under supervision in any or all of the following operations:

In bricklaying and plastering.—Applying mortar on walls by hand or machine, ruling down of plastered surfaces, but excluding floating and finishing; building walls of blocks; building of man-holes, excluding benching; laying stormwater drains; laying of precast concrete slabs, slate or brick paving, including bedding and jointing; placing and floating of concrete surface beds, excluding screeds and granolithic finishes; laying precast surface channels.

In painting.—Applying any liquid reviver to brickwork or slasto; applying chemical adhesives to corrugated iron roofs by means of a paint brush; applying first coat of paint on shop-coated still surfaces; applying limewash and cement wash to all surfaces, excluding those operations performed by a labourer; applying paint to roofs, excluding gutters and downpipes; applying 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, the stripping, sparking, touching up and similar operations preparatory to the application by journeymen of finishing coats; spraying of roofs with Kenitex or similar materials and all work preparatory to such spraying.

In plumbing and drainlaying.—Assembling and fitting of lead, copper, plastic or other type of piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas or similar installations when assembled and fitted in workshop in mass produced units for housing; assembling on site and fixing of asbestos, galvanised iron, plastic or other materials, gutters and down pipes, excluding down pipes in columns; caulking of joints to cast iron pipes, excluding lead caulking; jointing other than bitumen jointing to w.c. pans; operating of bending and/or body forming machines.

In joinery.—Assembling of standard pattern doors, frames and sashes; clamping up or joining of boards and tops; cutting and trimming of wedges by hand; cutting of glue blocks and wedges; facing framing with boards in workshop; feeding cross-cut machines; feeding materials to manually fed woodworking machines in workshops, excluding spindle and surfacer; fixing or glazing beads and flats; fixing of cork or other insulating material; framing with corrugated fasteners; gluing and fixing edging to shelves and flat board mass produced in workshop, nailing backs to fittings; nailing up drawers and trays (including bottoms) by nailing machine in workshop; operating automatic press; operating door or sash clamps; operating drum and belt sanders; operating edge trimming machine; operating edge trimming saws; sand-papering of counter tops and similar surfaces.

In carpentry.—In concrete formwork: Cutting and drilling of rafters, purlins, bearers, boarding, roofing felt, brandering, ceiling boards, wall plates, joists and floor boards, excluding fixing; prefabrication of formwork panels excluding fixing.

In roofing.—Fixing in position Big Six, Canadian pattern, fibreglass, P.V.C., plastic and aluminium sheets of sheets of any other material and accessories on all steel backing; cutting and fixing battens to premarked positions for roof tiles; fixing waterproof sheeting; fixing tiles to wooden backings only;

"journeyman's assistant, Class II", means an employee, registered with the Council in terms of clause 8 (1), engaged under supervision in any or all of the following operations: Applying back putty and cleaning of excess tags thereto; applying waterproofing compounds or liquids to surfaces, excluding sheeting; laying of vinyl floor tiles; fixing of wall coverings of similar materials to shelves, counter tops, panels, ect.; laying wood block and mosaic floors.

"journeyman" means any employee other than an apprentice, trainee under the Training of Artisans Act, 1951, journeyman's assistant, Class I, journeymans's assistant, Class II, skilled labourer or labourer employed in any one or more of the trades or subdivisions thereof enumerated in the definition of "Building Industry";

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

Assisting journeymen by grain filling preparatory to polishing of wood surfaces with fabric;

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

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

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;

"noodsaaklike dienste" enige werk wat noodsaaklik verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;

"ambagsmanassistent, klas I," 'n werknemer, by die Raad geregistreer kragtens klousule 8 (1), wat onder toesig werksaam is in engeen van of al die volgende werksaamhede:

In messel- en pleisterwerk.—Dagha met die hand of 'n masjien aan mure aansit, gepleisterde oppervlakke met 'n reihout gelykmaak, maar uitgesonderd die afstryk en afwerk daarvan; mure van blokke bou; mangate bou maar nie trappe nie; stormwater-riole lê; vooraf gegiet betonblaie, leiklip- of baksteenplaveie lê en dit ook inbed en voegstryk; betonlaagbeddings gooi en afstryk, uitgesonderd gidspleisters en granolitiese afwerking; vooraf gegiet grondgeute lê.

In verfwerk.—Enige vloeibare opfrisser aan baksteenwerk of slasto aansit; chemiese kleefstowwe aan sinkdakke met 'n verfkwas aansit; eerste laag verf aansit aan sitvlakke wat reeds in die werkwinkel 'n laag gekry het; witkalk en sementstryksel aan alle oppervlakke aansit, behalwe daardie werk wat deur 'n arbeider gedoen word; verf aan dakke aansit, maar nie aan geute en geutpype nie; die grondverflaag aansit of waar 'n grondlaag nie aangesit word nie, die aansit van die eerste laag verf aan alle ongeverfde oppervlakke; in opknappingswerk; afstropping, verheldering, opknapping en dergelike werksaamhede ter voorbereiding vir die aansit van afwerklae deur ambagsmanne; Kennitex of dergelike stowwe aan dakke aanspuit en alle werk ter voorbereiding van sodanige aanspuitwerk.

In loodgieters- en rioolêwerk.—Lood-, koper-, plastiek- of ander soorte pype aanmeekaarsit en op hul plekke insit vir afvalwater, nagvuil, water (warm of koud), sentrale verwarming, verkoeling, brandblus-, gas- of dergelike installasies wanneer dit in die werkwinkel aanmeekaarsit word in massaproduksie-eenhede vir behuising; asbes, gegalvaniseerde yster, plastiek of ander materiale, geute en geutpype, behalwe geutpype in kolomme, ter plaatse aanmeekaarsit en vassit; lasse aan gietysterpype kalfater, maar nie met lood kalfater nie; laswerk, maar nie bitumenlaswerk nie, aan spoelklosetpanne; buig- en/of fatsoeneermasjiene bedien.

In skrynerwerk.—Aanmeekaarsit van standaardpatroondeure, -rame en -vensterame; planke en blaie vasklamp of las; wie met die hand saag en afwerk; gelymde blokke en wte saag; voorwerk aan rame in werkwinkel aansit; dwarssaagmasjiene voer; materiaal in werkwinkel voer aan houtwerkmasjiene wat met die hand gevoer word, maar nie aan spil en vlakskaafmasjiene nie; ruitkraallyste en -plaatstukke aansit; kurk- of ander isoleermateriaal aansit; rame met kartelkramme aanmeekaarsit; randstukke lym en vassit aan rakke en platbordstukke wat in massa in werkwinkel geproduseer is; rugstukke aan toebehore vasspyker; laaie en bakke (met inbegrip van bome) met spykermasjiene in werkwinkel aanmeekaarspyker; 'n outomatiese pers bedien; deur- of venster-ramklampe bedien; rol- en bandskuurmasjiene bedien; randafwerkmasjiene bedien; randafwerkssae bedien; blaie van toonbanke en dergelike oppervlakke skuur.

In timmerwerk.—In betonvormwerk: Daksparre, kaplatte, drabakke, planke, dakvilt, latwerk, plafonplanke, muurplate, balke en vloerplanke saag en gate daarin boor, maar dit nie vassit nie; vooraf vervaardiging van vormwerkpanele, maar dit nie vassit nie.

In dakwerk.—Die volgende soorte plate en toebehore aan alle staalrugwerk in posisie vassit: Big Six, Kanadese patroon, veselglas, P.V.C. plastiek en aluminium of plate van enige ander materiaal; latte saag en op vooraf gemerkte plekke vir dakteëls aanmeekaarsit; waterdigtingsplate vassit; teëls net aan houtrugwerk vassit;

"ambagsmanassistent, klas II," 'n werknemer, by die Raad geregistreer kragtens klousule 8 (1), wat onder toesig werksaam is in engeen van of al die volgende werksaamhede: Stopverfbed aansit en oortollige stukkie verwyder; waterdigtingsmengsels of -vloeistowwe aan oppervlakke aansit, maar nie aan plate nie; vinielvloerteëls lê; muurbedekkings of dergelike materiaal vassit aan rakke, toonbankblaie, panele, ens.; houtblokkies- en mosalek vloere lê.

"ambagsman" enige werknemer, uitgesonderd 'n vakleerling, kwekeling kragtens die Wet op Opleiding van Ambagsmanne, 1951, ambagsmanassistent, klas I, ambagsmansassistent, klas II, geskoolde arbeider of arbeider werksaam in engeen of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bounywerheid" opgenoem word;

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

Ambagsmanne help om greinholtes in houtwerk op te vul voordat dit met doek gepoleer word;

ambagsmanne help om warm lym aan tappe of houtoppervlakke aan te bring voordat dit geklamp of gepeers word;

ambagsmanne help om staalstutte in posisie te plaas, dit aan drabalke vas te maak en die hoogtes reg te stel;

hangsaag onder toesig bedien, help om klippe reg te sit en nuwe saaglemme aanbring met die doel om hangsaag en poleermasjiene te bedien en/of met slypmasjinerie werk;

vloerpolitoer aansit;

bagging down walls and ceilings, excluding the use of artisans' tools;

- 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, brick, stone, concrete and other materials;
- cleaning of glass after glazing;
- cleaning completed frames in preparation for puttying;
- cleaning off moulds, work benches, yard premises, tools, etc.;
- cleaning down of teak or other hard wood by using solvents and steel wools;
- coupling steel windows and door frames under supervision;
- cutting, bending, screwing and threading of piping and steel rods by hand or machine under supervision, excluding copper;
- cutting scaffold poles or props by two-handed saw;
- cutting damp course and placing in position;
- cutting of toothings and indents for bonding brickwork;
- cutting hoop iron, bending 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 under supervision;
- digging or taking out stone or soil for foundations, trenches, drains and channels;
- drawing off material from all woodworking machines;
- drilling or punching metal or wood with power or hand machine under supervision;
- erecting hoists under supervision;
- erecting scaffolding under supervision;
- excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;
- filling blemishes on the face of finished articles, using a cement mixture and rubbing the face with a piece of sacking;
- filling in joints between joint of brick and concrete beam under supervision;
- filling in joints and cleaning off all wall tiles, excluding jointing and pointing;
- filling of mould with a facing mixture and concrete mixture, using a shovel;
- fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
- fixing damp course 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;
- grouting in joints and filling backs of stone work after fixing under supervision;
- 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;
- jointing of brickwork;
- kneading of putty to correct consistency;
- laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision;
- laying loose tiles on surfaces without bedding provided no tools are used;
- lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Bantu and/or rough timber, such as floor joists and underside of ground floors;
- loading and unloading materials and goods;
- applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;
- mixing mastic asphalt in pots, attending to fires;
- carrying mixed materials to site of laying, cleaning up under supervision;
- mixing asphalt macadam, dumping and placing material at laying site, rolling with handrollers;
- mixing concrete by hand or machine;
- oiling and greasing machinery when not in operation;
- priming of surfaces with bitumastic or waterproofing solutions;
- preparing roofs, including scraping and wirebrushing prior to painting;
- painting of joint and backs of stone with waterproofing compound;
- preservative painting of all builders' plant;
- removing rust or scale from iron or steel surfaces;
- removing loose or flaking paint from gutters, drainpipes, or other surfaces, under supervision when a blowlamp or paint solvent is being used;
- removing plaster from steel or wood surfaces in new buildings prior to painting;
- scraping and rubbing down previously limewashed or other surfaces, but not to include repairing of such surfaces;

saksmeerwerk aan mure en plafonne verrig sonder om die gereedskap van ambagsmanne te gebruik;

- ou of afvalmetaal met die hand of 'n masjien baal;
- staafwapeningsmateriaal met draad bind of vasmaak en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;
- dagha, stene, klip, beton en ander materiaal dra;
- glas skoonmaak nadat dit ingesit is;
- voltooide rame skoonmaak ter voorbereiding vir stopverfwerk;
- vorms, werkbanke, werpersele, gereedskap, ens., skoonmaak;
- kiaat of ander hardehout skoonmaak deur oplosmiddels en staalwol te gebruik;
- staalvensters en -deurkosyne onder toesig koppel;
- pype en staalstawe, maar nie dié van koper nie, onder toesig met die hand of 'n masjien sny, buig, vasskroef en skroefdraad daarin sny;
- steierpale of stutte met 'n treksaag saag;
- voglae sny en in posisie plaas;
- vertandings vir verbande in baksteenwerk uitkap;
- hoepelyster sny, buig en vashou;
- afvalmetaal met die hand sny;
- bakstene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;
- dakteëls onder toesig met 'n handteëlsnymasjien regsny;
- klip of grond vir fondamente, vore, riole en kanale uitgrawe of uitneem;
- materiaal van alle houtwerkmasjiene verwyder;
- gate in metaal of hout met krag- of handmasjiene boor of pons;
- bystoestelle onder toesig oprig;
- steierwerk onder toesig oprig;
- uitgrawingswerk in grond, sagte en harde rots verrig, 'n klop-boor gebruik en die uitgegraafde klip en grond verwyder;
- duike en gate aan die voorkant van afgewerkte artikels opvul deur 'n sementmengsel te gebruik en die oppervlak met 'n stuk sak te vryf;
- voeë tussen baksteenwerk en betonbalke onder toesig opvul;
- voeë tussen alle muurteëls opvul en die muurteëls skoonmaak sonder om voegstryk- en voegvulwerk te verrig;
- vorms met 'n voorwerkmengsel en 'n betonmengsel vul deur 'n skopgraaf te gebruik;
- hoepelyster, staal- of draadverstywers vassit ten einde bekisting te versterk;
- voglae aan die kante van staal- en houtrame vassit;
- kloue aan staalvensters en -deurkosyne onder toesig vassit;
- sand, klip en sement afmeet;
- groottes van muur- en vloerteëls afmeet;
- voeë in klipwerk met bry vul en die agterkante opvul nadat dit onder toesig vasgesit is;
- voeë tussen stene en vloerteëls met bry vul en dit skoonmaak;
- bekisting ophys en in posisie plaas maar nie vasmaak nie;
- staal ophys en onder toesig in posisie plaas;
- voegwerk aan steenwerk verrig;
- stopverf brei totdat dit reg is vir gebruik;
- beton uitsprei, gelykmaak en afvlak en 'n betontriller bedien, onder toesig;
- los teëls op oppervlakke lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;
- fondamente afwit en geboue en latrines wat geokkupeer en gebruik word deur Bantoes, afwit en met teer of dergelike produkte bestryk en/of ruwe timmerwerk soos vloerbalke en die onderkante van grondvloere met teer of dergelike produkte bestryk;
- materiaal en goedere op- en aflaa;
- vatlae aanbring ter voorbereiding vir die aanbring van afwerk-lae van mastikasfalt aan alle vertikale en skuins oppervlaktes;
- mastikasfalt in potte meng en vure stook;
- materiaalmengsels dra na die terrein waar dit aangebring moet word, en skoonmaakwerk onder toesig verrig;
- asfaltmacadam meng, die materiaal uitstort en plaas op die plek waar dit aangebring moet word en dit met handrolle gelyk rol;
- beton met die hand of 'n masjien meng;
- masjinerie olie en smeer wanneer dit stilstaan;
- oppervlaktes met 'n grondlaag van bitumeneuse mastik- of waterdigtingsoplossings bestryk;
- dakke voorberei en ook afskraap en met 'n draad borsel bewerk voordat dit geverf word;
- voeë en die agterkante van klippe met 'n waterdigtingsmengsel verf;
- alle bouersuïtrusting met 'n preserveermiddel verf;
- roes of skilfers van yster- of staaloppervlakke verwyder;
- los of afskilferende verf van geute, geutpype of ander oppervlakke verwyder, onder toesig, wanneer 'n blaaslamp of ver-oplosmiddel gebruik word;
- pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;
- afgewitte en ander oppervlakke afskraap en afskuur maar nie sodanige oppervlakke herstel nie;

scraping or washing of walls or any surfaces for painting, provided that tools not ordinarily employed by painters are used, or journeyman's work is done by a 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 but excluding the use of brushes other than scrubbing brushes 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 by hand using a wire steel brush and a scrubbing brush;

shoveling 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, under supervision;

stripping shuttering under supervision;

setting up of moulds and stripping of casings and castings; tamping of and the filling in of mould—excluding the use of plasterer's trowels;

treating timber with preservative under supervision;

tying of roof tiles with wire;

washing down bricks;

wedging up wood props under supervision;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting journeymen or higher graded workers wherever necessary, but not to perform skilled work;

"learner" means an employee of the age of 21 and over in respect of whom a certificate has been issued in terms of clause 8 (2);

"motor vehicle" means any power-driven vehicle used for the conveyance or haulage of goods, and includes a mechanical horse, dumper, bitumen or tardistributor and a water tanker but excludes two-wheeled vehicles, scrapers or trolley-buses;

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

"skilled labourer" means an employee engaged in any or all of the following classes of work; operating cranes, floor and sandpapering machines; supervising scaffold erecting and labourers, and who may in addition perform the work of a labourer;

"structure" includes walls, boundary, garden and retaining walls and monuments;

"watchman" means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property;

"working employer or partner" means an employer or partner in a partnership who himself performs work similar to that carried out by any of his employees.

4. WAGES

(1) Subject to the remaining provisions of this clause no employer shall pay and no employee shall accept wages at a lower rate than the following:

	Per hour c
(a) Labourers—	
with less than 12 months service.....	34
with 12 months' service or more with the same employer.....	35
(b) Skilled labourers—	
with less than 12 month service.....	48
with 12 months' service or more with the same employer.....	49
(c) Drivers:	
Vehicles with a pay-load of six metric tons or more	65
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	55
All other vehicles.....	45

	Per week R
(d) Watchmen.....	18,00
Provided that—	

- the wages prescribed in this paragraph shall be in respect of a six-day week comprising six shifts not exceeding 12 hours per shift;
- in the event of a lesser number of shifts being worked than that prescribed in proviso (i) the rate per week may be reduced pro rata.

mure of ander oppervlakke afskraap of afwas met die doel om dit te verf, mits gereedskap gebruik word wat nie gewoonlik deur skilders gebruik word nie en mits werk nie deur 'n ambagsman se arbeider verrig word nie;

nuwe gegalvaniseerde oppervlakke afwas voordat dit geveer word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verploosmiddel gebruik word;

skuurmiddels van alle soorte, met inbegrip van skuurmengsels, met die hand gebruik op werk wat vir verf- en spuitwerk voorberei word; ook skuurpapier kan gebruik word maar geen ander kwaste nie as skrop- of draadborsels;

voë tussen stene uitkrap en oppervlakke vir pleisterwerk voorberei;

vlekke en sement van klip-, kunsklip-, leiklip-, terra-cotta- of dergelijke oppervlakke verwyder met behulp van karborundum-blokke of skuurmasjiene;

die voorkante van produkte deur middel van 'n staalborsel en 'n skropborsel met die hand afskuur;

materiaal met 'n skopgraaf ingooi of verwyder uit dagha- of betonmengmasjiene, sand sif en dagha of beton met skopgrawe meng;

voë van lyste met gips onder toesig vul;

bekisting onder toesig afbreek;

vorms opstel en omhulsels en giestukke afstroop;

vorms vul en materiaal daarin vasstamp sonder om die troffels van pleisteraars te gebruik;

timmerwerk onder toesig met 'n preserveermiddel behandel;

dakpanne met draad vasbind;

bakstene afwas;

houtstutte onder toesig opwig;

klopore bedien of hamer en pons gebruik om klip te splits of taggate te boor;

hulp aan ambagsmanne of hoër gegradeerde werkers verleen, wanneer nodig, sonder om geskoolde werk te verrig;

"leerling" 'n werknemer, 21 jaar oud en ouer, aan wie 'n sertifikaat kragtens klousule 8 (2) uitgereik is;

"motorvoertuig" enige kragaangedrewe voertuig wat gebruik word om goedere mee te vervoer of te sleep en omvat dit 'n voorhaker, storter, bitumen- of teerverspreier en 'n watertenkwa, maar uitgesonderd tweewielvoertuie, skrapers of trolliebusse;

"Sekre'aris" die persoon wat op 'n bepaalde tydstip die Sekretaris van die Raad is en ook 'n beampte wat die Raad aangewys het om as Sekretaris op te tree;

"geskoolde arbeider" 'n werknemer wat enigeen van of al die volgende klasse werk verrig: hyskrane, vloer- en skuurmasjiene bedien; oor die oprigting van steiers en oor arbeiders toesig hou, en daarbenewens die werk van 'n arbeider kan verrig;

"bouwerk" ook mure, grens-, tuin- en keermure en monumente;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal en ander eiendom bewaak;

"werkende eienaar of vennoot" 'n werkgewer of vennoot in 'n vennootskap wat self werk verrig wat soortgelyk is aan dié wat deur enigeen van sy werknemers verrig word.

4. LONE

(1) Behoudens die oorblywende bepalings van hierdie klousule mag geen laer lone as dié hieronder, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Per uur c
(a) Arbeiders—	
met minder as 12 maande diens.....	34
met 12 maande of langer diens by dieselfde werkgewer.....	35
(b) Geskoolde arbeiders—	
met minder as 12 maande diens.....	48
met 12 maande of langer diens by dieselfde werkgewer.....	49
(c) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	65
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	55
Alle ander voertuie.....	45
	Per week R
(d) Wagte.....	18,00

Met dien verstande dat—

- die lone, voorgeskryf in hierdie paragraaf, ten opsigte van 'n sesdaagse week, bestaande uit ses skofte van hoogstens 12 uur per skof, moet wees;
- ingeval 'n kleiner aantal skofte gewerk word as dié voorgeskryf in voorbehoudsbepaling (i), die tarief per week pro rata verminder kan word.

Per hour

(e) Journeymen's assistant, Class I.....	65
(f) Journeymen's assistant, Class II.....	58
(g) Employees engaged in floorlaying and glazing....	100
(h) Journeymen in all other trades.....	125

(2) Notwithstanding the provisions of subclause (1), an employer shall pay to each of the undermentioned classes of employees in his employ who has worked a full week of not less than 45 ordinary hours or who has been present and available to work the ordinary hours as required by his employer a wage of not less than:

Per hour
c

(a) Labourers—	
with less than 12 months service.....	37
with 12 months' service or more with the same employer.....	41
(b) Skilled labourers—	
with less than 12 months' service.....	51
with 12 months' service or more with the same employer.....	55
(c) Employees engaged in floorlaying and glazing....	110
(d) Journeymen in all other trades.....	135

Provided that the occurrence of a paid holiday or the commencement or termination of employment of an employee during any week shall not affect the employee's right to such higher rate.

(3) (a) The wages prescribed in subclauses (1) (c), (d), (e), (f), (g) and (h), (i) (2) (c) and (d), shall be subject to adjustments in accordance with the formula given below, from May 1 and November 1 in each year after publication in the *Government Gazette* of the Index figure for February and August respectively in each year:

The Index figure multiplied by the relevant prescribed wage as adjusted and divided by 156,6: Provided always that the result thus reached shall be rounded off to the nearest whole cent, which shall then constitute the new wage.

(b) For the purposes of this subclause, "index figure" means the Consumer Price Index Figure for Kimberley relating to all items as published by the Department of Statistics in the *Government Gazette* in respect of the same area compared with itself in April 1970.

(4) The wages prescribed in subclauses (1) (a) and (b) and (2) (a) and (b) shall be increased by 1c per hour with effect from 1 November in each year.

(5) *Differential rates*.—An employee who on any day performs two or more classes of work for which different rates of wages are prescribed in subclause (1), shall be paid at a rate of the higher wage for all hours worked on such day.

(6) *Dangerous work*.—In addition to the wage prescribed, an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which employees are engaged in the performance of dangerous work.

"Dangerous work" shall mean all underpinning of building or structures, working in old drains, swinging scaffolds, bosuns chairs or any work performed at more than 12 m clear above ground level.

5. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Every employee shall be granted and shall take annual leave during the following periods (hereinafter referred to as the "annual leave period"):

(a) Between finishing time on Friday, 10 December 1976, and starting time on Monday, 3 January 1977;

(b) between finishing time on Friday, 11 December 1977, and starting time on Monday, 4 January 1978;

(c) between finishing time on Friday, 12 December 1978, and starting time on Monday, 5 January 1979.

(2) No employer shall require or permit an employee to work and no employee, employer or working partner shall perform any work during the annual leave period.

(3) In addition to the annual leave period, employees shall be granted six public holidays, namely, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers Day and Kruger Day.

(4) Annual leave and public holidays due to an employee shall be paid for in accordance with the provisions of subclause (5).

(5) An employer shall—

(a) in respect of the annual leave period pay to each apprentice in his employ on the last pay-day prior to the commencement of the annual leave period, three weeks' remuneration and in respect of each of the public holidays specified in subclause (3), not less than one day's remuneration: Provided that, in the case of apprentices whose contracts of employment are

Per uur

(e) Ambagsmansassistent, klas I.....	65
(f) Ambagsmansassistent, klas II.....	58
(g) Werknemers wat vloere lê en glaswerk doen.....	100
(h) Ambagsmanne in alle ander ambagte.....	125

(2) Ondanks subklousule (1) moet 'n werkgewer aan elk van ondergenoemde klasse werknemers in sy diens wat 'n volle week van minstens 45 gewone ure gewerk het of aanwesig of beskikbaar was om die gewone ure, soos vereis deur die werkgewer, te werk, 'n loon betaal van minstens:

Per uur
c

(a) Arbeiders—	
met minder as 12 maande diens.....	37
met 12 maande of langer diens by dieselfde werkgewer.....	41
(b) Geskoolde arbeiders—	
met minder as 12 maande diens.....	51
met 12 maande of langer diens by dieselfde werkgewer.....	55
(c) Werknemers wat vloere lê en glaswerk doen.....	110
(d) Ambagsmanne in alle ander ambagte.....	135

Met dien verstande dat as daar in enige bepaalde week 'n vakansiedag met besoldiging is of 'n werknemer se diens in enige week begin of eindig, dit nie die werknemer se reg op sodanige hoër loon mag raak nie.

(3) (a) Die lone voorgeskryf in subklousules (1) (c), (d), (e), (f), (g), (h) en (2) (c) en (d), is vanaf 1 Mei en 1 November elke jaar, na publikasie van die indeksyfer vir onderskeidelik Februarie en Augustus in die *Staatskoerant*, onderworpe aan aanpassings ooreenkomstig onderstaande formule:

Die indeksyfer vermenigvuldig met die betrokke voorgeskrewe loon soos aangepas en gedeel deur 156,6: Met dien verstande dat die bedrag aldus verkry altyd tot die naaste volle sent afgerond moet word, wat dan die nuwe loon uitmaak.

(b) Vir die toepassing van hierdie subklousule beteken "indeksyfer" die verbruikersprysindeksyfer vir Kimberley wat betrekking het op alle items, soos gepubliseer deur die Departement van Statistiek in die *Staatskoerant*, ten opsigte van dieselfde gebied vergeleke met dié van April 1970.

(4) Die lone voorgeskryf in subklousules 1 (a) en (b) en 2 (a) en (b) moet met 1c per uur met ingang van 1 November in elke jaar verhoog word.

(5) *Differensiële lone*.—'n Werknemer wat op enige dag twee of meer klasse werk verrig waarvoor verskillende lone in subklousule (1) voorgeskryf word, moet vir alle ure op sodanige dag gewerk, teen die hoër loon besoldig word.

(6) *Gevaarlike werk*.—Benewens die voorgeskrewe loon, moet 'n werkgewer aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin sodanige werknemer gevaarlike werk verrig.

"Gevaarlike werk" beteken alle ondersteuning van geboue of bouwerke, werk in ou rirole, op hangsteiers, in bootsmanstoele of enige werk verrig op 'n vry hoogte van meer as 12 m bokant die grondvlak.

5. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Jaarlikse verlof moet gedurende ondergenoemde tydperke (hierna die "jaarlikse verloftydperk" genoem) aan elke werknemer toegestaan en deur hom geneem word:

(a) Tussen uitskeityd op Vrydag, 10 Desember 1976, en aanvangstyd op Maandag, 3 Januarie 1977;

(b) tussen uitskeityd op Vrydag, 11 Desember 1977, en aanvangstyd op Maandag, 4 Januarie 1978;

(c) tussen uitskeityd op Vrydag, 12 Desember 1978, en aanvangstyd op Maandag, 5 Januarie 1979.

(2) Gedurende die jaarlikse verloftydperk mag geen werkgewer van 'n werknemer vereis of hom toelaat om te werk nie en mag geen werknemer, werkgewer of werkende vennoot in dié tydperk werk nie.

(3) Benewens die jaarlikse verloftydperk moet ses bykomende openbare vakansiedae aan werknemers toegestaan word, naamlik Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag.

(4) Vir jaarlikse verlof en openbare vakansiedae wat aan 'n werknemer verskuldig is, moet daar besoldig word ooreenkomstig subklousule (5).

(5) 'n Werkgewer moet—

(a) ten opsigte van die jaarlikse verloftydperk, aan elke vakleerling in sy diens, op die laaste betaaldag vóór die aanvang van die jaarlikse verloftydperk, drie weke se besoldiging betaal en ten opsigte van elkeen van die openbare vakansiedae gemeld in subklousule (3), minstens één dag se besoldiging: Met dien verstande dat, in die geval van vakleerlinge wie se dienskontrak beëindig word vóór die laaste betaaldag vóór die

terminated prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such apprentices an amount of not less than one-fourth of the weekly wage in respect of each completed month of employment during the year preceding such annual leave;

(b) pay weekly to employees of the undermentioned classes, the amounts as set out hereunder in respect of not more than 45 hours per week, irrespective of whether such time was worked at ordinary or overtime rates:

	Per hour
	c
(i) Labourers.....	3,6
(ii) Skilled labourers.....	5,0
(iii) Drivers:	
Vehicles with a pay-load of six metric tons or more	6,6
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	5,6
All other vehicles.....	4,6
(iv) Journeyman's assistant, Class I.....	6,6
(v) Journeyman's assistant, Class II.....	5,9
(vi) Floorlayers and glaziers.....	12,0
(vii) Journeymen in all other trades.....	12,8

(c) on each pay-day deduct the following amounts from the remuneration due to his employees of the undermentioned classes who have worked for him for not less than three days during that week: Provided that where an employee has worked for two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for not less than three days:

	Per week
	R
(i) Labourers.....	1,62
(ii) Skilled labourers.....	2,25
(iii) Drivers:	
Vehicles with a pay-load of six metric tons or more.....	2,97
Vehicles with a pay-load of three metric tons or more but less than six metric tons.....	2,52
All other vehicles.....	2,07
(iv) Journeyman's assistant, Class I.....	2,97
(v) Journeyman's assistant, Class II.....	2,65
(vi) Floorlayers and glaziers.....	5,40
(vii) Journeymen in all other trades.....	5,76

Amounts deducted in terms of this paragraph shall be paid weekly to the Council.

(6) The amounts which are to be paid to the Council in terms of subclause (5) may, at the request of the employee, be increased. An employer shall have the right to deduct such voluntary savings, which shall be in denominations of R1 from the employee's remuneration.

(7) The amounts paid to the Council in terms of subclauses (5) and (6) shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund"). The Council shall issue to the employers stamps for all amounts so paid.

(8) The employer shall in respect of the amount paid by him to the Council in terms of subclauses (5) and (6) issued to each of the employees concerned on each pay-day stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary and retained by him.

Application for a contribution book shall be made by the employer on a form to be obtained from the Council and completed by the employer, setting out the employee's full name, address and occupation and bearing the employer's signature.

(9) The stamps referred to in subclause (8) shall be obtained by the employer from the Council weekly. An application for refund of any unused stamps shall be made annually not later than six months from 15 December and any such amount not claimed within the said period of six months shall accrue to the general funds of the Council.

(10) Each employee shall deposit his contribution book with the Secretary annually when called upon in exchange for a receipt card and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the annual leave period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person will be made.

aanvang van die jaarlikse verloftydperk, die werkgewer aan sodanige vakleerlinge 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige jaarlikse verloftydperk voorafgaan;

(b) aan werknemers van ondergenoemde klasse weekliks die bedrae hieronder gemeld, betaal ten opsigte van hoogstens 45 uur per week, ongeag of sodanige tyd teen die gewone of oortydskale gewerk was:

	Per uur
	c
(i) Arbeiders.....	3,6
(ii) Geskoolde arbeiders.....	5,0
(iii) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	6,6
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	5,6
Alle ander voertuie.....	4,6
(iv) Ambagsmansassistent, klas I.....	6,6
(v) Ambagsmansassistent, klas II.....	5,9
(vi) Werknemers wat vloere lê en glaswerk doen.....	12,0
(vii) Ambagsmanne in alle ander ambagte.....	12,8

(c) op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers van ondergenoemde klasse wat gedurende daardie week minstens drie dae vir hom gewerk het: Met dien verstande dat indien 'n werknemer gedurende dieselfde week vir twee of meer werkgewers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy die eerste vir minstens drie dae in diens was:

	Per week
	R
(i) Arbeiders.....	1,62
(ii) Geskoolde arbeiders.....	2,25
(iii) Drywers:	
Voertuie met 'n loonvrag van ses metrieke ton of meer.....	2,97
Voertuie met 'n loonvrag van drie metrieke ton of meer maar minder as ses metrieke ton.....	2,52
Alle ander voertuie.....	2,07
(iv) Ambagsmansassistent, klas I.....	2,97
(v) Ambagsmansassistent, klas II.....	2,65
(vi) Werknemers wat vloere lê en glaswerk doen.....	5,40
(vii) Ambagsmanne in alle ander ambagte.....	5,76

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek word, moet weekliks aan die Raad betaal word.

(6) Die bedrae wat ingevolge subklousule (5) aan die Raad betaal moet word, kan, op versoek van die werknemer, verhoog word. 'n Werkgever het die reg om sodanige vrywillige afrekkings van spaargeld, wat in hoeveelhede van R1 moet wees, van die werknemer se besoldiging af te trek.

(7) Die bedrae wat ingevolge subklousule (5) en (6) aan die Raad betaal is, moet deur die Raad gehou word namens die betrokke werknemers en moet gestort word in 'n fonds wat bekend staan as die "Vakansiefonds van die Bounywerheid" (hierna die "Vakansiefonds" genoem). Die Raad moet aan die werkgewers seëls uitreik vir alle bedrae aldus betaal.

(8) Die werkgewer moet ten opsigte van die bedrag wat hy ingevolge subklousules (5) en (6) aan die Raad betaal, aan elkeen van die betrokke werknemers op elke betaaldag seëls ter waarde van sodanige bydraes en afrekkings uitreik, en sodanige seëls moet deur hom gerokeer word met sy naam en die datum, en elke werknemer moet sodanige seëls inplak in 'n bydraeboek wat van die Sekretaris verkry en deur die betrokke werknemer bewaar moet word.

Die werkgewer moet by die Raad om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word en wat hy moet invul deur die werknemer se volle naam, adres en beroep in te skryf en sy handtekening daarop aan te bring.

(9) Die seëls gemeld in subklousule (8), moet deur die werkgewer van die Raad verkry word. Daar moet jaarliks, en wel nie later nie as ses maande vanaf 15 Desember, aansoek om sodanige terugbetaling van enige ongebruikte seëls gedoen word, en alle bedrae wat nie binne genoemde tydperk van ses maande opgeëis word nie, val aan die algemene fondse van die Raad toe.

(10) Elke werknemer moet jaarliks, wanneer hy daartoe aangeseë word, sy bedraeboek by die Sekretaris inruil vir 'n kwitansiëkaart, en die Raad moet die bedrag wat ooreenkomstig die waarde van die seëls wat in sy bydraeboek geplak is, aan die werknemer verskuldig is, vasstel en die betrokke bedrag aan die werknemer betaal op die dag voor die aanvang van die jaarlikse verloftydperk. Die bedrag moet betaal word deur middel van 'n tjek ten gunste van die werknemer, en geen order of magtiging vir betaling aan 'n ander persoon mag uitgereik of verleen word nie.

(11) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of subclause (8) unless such stamps are affixed in a contribution book deposited with the Council.

(12) No employee shall, before the date mentioned in subclause (10), be entitled to claim payment from the Council of the value of any stamps received by him. In the event of the death of an employee, the amount due to him from the Holiday Fund shall be paid into his estate on the contribution book being lodged with the Council.

(13) Any amounts held by the Council to the credit of the Holiday Fund shall be invested by the Council from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for administration of the Holiday Fund.

No employer or employee shall have any claim in respect of such interest and neither shall they be responsible for any contribution towards the expenses of administering the Holiday Fund.

(14) The contribution books and stamps issued to employees are not transferable and cannot be ceded or pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the Council's general fund.

(15) A public accountant or public accountants whose remuneration shall be fixed by the Council shall be appointed annually by the Council and shall audit the accounts of the Holiday Fund at least once annually and not later than 31 December in each year prepare a statement showing—

(a) all moneys received—

- (i) in terms of subclauses (5) and (6);
- (ii) from other sources if any; and

(b) expenditure incurred under all headings during the 12 months ended 31 October preceding together with the balance sheet showing the assets and liabilities of the Holiday Fund as at that date. True copies of the audited statement and balance sheet, certified by the auditor and countersigned by the Chairman of the Council, and of any report made by the auditor thereon, shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered by such statement, balance sheet and auditor's report be transmitted to the Secretary for Labour.

(16) (a) Should this Agreement expire by effluxion of time or be cancelled in terms of section 48 (5) of the Act and not within 12 months of such expiration or cancellation be declared effective for a further period or be superseded by a new Agreement providing for the continuation of the Holiday Fund, the Holiday Fund shall be liquidated unless transferred by the Council to any other fund constituted for the same purpose as that for which the Holiday Fund was created.

(b) On liquidation of the Holiday Fund in terms of paragraph (a), the moneys remaining to the credit of the Holiday Fund after payment of all claims against it, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(c) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of employers and employees in the Industry to administer the Holiday Fund and such Committee shall possess the powers of the Council for the purpose of the Holiday Fund. Should the Committee be unable or unwilling to discharge its duties or should a deadlock arise thereon which renders the administration of the Holiday Fund by the Committee 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 trustee or trustees shall possess all the powers of the Committee for the purpose. On the expiration of the Agreement, the Holiday Fund shall be liquidated by the Committee functioning in terms of this paragraph, or by the trustee or trustees, as the case may be, in the manner set forth in paragraph (b) of this subclause: Provided that if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the unexpended moneys of the Holiday Fund, after all claims against it, including administration and liquidation expenses, have been met, shall be disposed of in accordance with the provisions of section 34 (4) of the Act as though they formed part of the Council's general funds.

(17) *Payment for public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers Day and Kruger Day).*—(a) Each contribution book issued by the Council to employees shall contain detachable coupons for payments in respect of Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers Day and Kruger Day.

(11) Die Raad is nie vir betaling ten opsigte van seëls wat ooreenkomstig subklousule (8) aan werknemers uitgereik is, aanspreeklik nie tensy sodanige seëls geplak is in 'n bydraeboek wat by die Raad bewaar word.

(12) Geen werknemer is daarop geregtig om vóór die datum vermeld in subklousule (10), betaling van die waarde van die seëls wat hy ontvang het, van die Raad te eis nie. In die geval van die dood van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy boedel betaal word wanneer sy bydraeboek by die Raad ingelewer word.

(13) Die Raad moet alle bedrae wat deur hom gehou word en waarmee die Vakansiefonds gekrediteer is, van tyd tot tyd by 'n bank of bouvereniging op vaste deposito of as onmiddellik opvraagbaar belê, en alle rente op sodanige beleggings is die uitsluitlike eiendom van die Raad en kom die Raad toe as vergoeding vir die administrasie van die Vakansiefonds.

Geen werkgewer of werknemer het enige aanspraak ten opsigte van sodanige rente nie, en nie een van hulle is vir enige bydrae tot die uitgawes verbonde aan die administrasie van die Vakansiefonds, aanspreeklik nie.

(14) Die bydraeboeke en seëls wat aan werknemers uitgereik word, is nie oordraagbaar en kan nie gesedeer of verpad word nie. Seëls wat 'n persoon op 'n ander manier verkry as ooreenkomstig hierdie Ooreenkoms, kan deur die Raad gekonfiskeer word ten bate van die Raad se algemene fonds.

(15) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die Vakansiefonds minstens een maal elke jaar, en wel voor of op 31 Desember elke jaar, ouditeer en 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

- (i) ooreenkomstig subklousule (5) en (6) hiervan;
- (ii) uit alle ander bronne (indien daar is); en

(b) die uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 31 Oktober, tesame met 'n balansstaat wat die bates en laste van die Vakansiefonds op daardie datum toon. Juiste kopieë van die geouditeerde staat en die balansstaat, gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad en van alle verslae daarvoor deur die ouditeur, moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk wat deur sodanige staat, balansstaat en ouditeursverslag gedek word, aan die Sekretaris van Arbeid gestuur word.

(16) (a) Indien hierdie Ooreenkoms weens tydverloop verstryk of ingevolge artikel 48 (5) van die Wet ingetrek word en nie binne 12 maande vanaf sodanige verstryking of intrekking vir 'n verdere tydperk geldig verklaar word nie of as dit vervang word deur 'n nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vakansiefonds, moet die Vakansiefonds gelikwdeer word tensy die Raad dit oordra na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die Vakansiefonds in die lewe geroep is.

(b) By likwidasie van die Vakansiefonds ooreenkomstig paragraaf (a), moet die geld wat na die betaling van alle eise teen die Vakansiefonds, met inbegrip van administrasie- en likwidasielaste, in die krediet van die Vakansiefonds staan, in die algemene fondse van die Raad gestort word.

(c) Ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms ontbind word of ophou om te funksioneer, kan die Nywerheidsregistrator 'n komitee wat uit eweveel werkgewers en werknemers in die Nywerheid bestaan, aanstel om die Vakansiefonds te administreer, en sodanige Komitee het, vir die doel van die Vakansiefonds, die bevoegdhede van die Raad, Indien die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of indien hy te staan kom voor 'n dooie punt wat die administrasie van die Vakansiefonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die Komitee. By verstryking van die Ooreenkoms moet die Komitee wat kragtens hierdie paragraaf funksioneer, of die trustee of trustees, na gelang van die geval, die Vakansiefonds likwdeer op die manier soos voorgeskryf in paragraaf (b) van hierdie subklousule: Met dien verstande dat, indien die sake van die Raad by verstryking van die Ooreenkoms alreeds gelikwdeer en sy bates verdeel is, daar ná die betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en likwidasielaste, met die onbestede geld van die Vakansiefonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet gehandel moet word asof sodanige geld deel van die Raad se algemene fondse uitmaak.

(17) *Besoldiging vir openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—(a) Elke bydraeboek wat die Raad aan werknemers uitreik, moet verwyderbare koepens bevat vir betalings ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag.

(b) The coupon shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the employee's contribution book, shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum number of stamps that must be affixed to a coupon to entitle an employee to payment in respect of such coupon.

(c) (i) On the pay-day for the week in which the public holiday falls, an employer shall pay to an employee the amount stipulated on the coupon referred to in paragraph (a), subject to the employee surrendering to the employer, at least two working days prior to the relevant pay-day, the appropriate coupon duly signed by such employee.

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

(iii) An employer shall not be entitled to a refund of the amount paid in terms of subparagraph (i) if the employee concerned has no stamps affixed to the coupon, and in the event of the amount paid being in excess of the value of the stamps affixed to the coupon, the employer shall be refunded the actual value only of the stamps.

(18) (a) The provisions of this clause shall not apply to watchman.

(b) Every employer shall grant a watchman, in respect of each period of 12 months' employment with him, not less than 21 consecutive days' leave on full pay. The leave shall be granted within four months of the completion of the 12 months' employment to which it relates.

(c) A watchman whose contract of employment terminates during any 12 months of employment before the period of leave prescribed in paragraph (b) in respect of that period has accrued, shall, upon termination, and in addition to any other remuneration which may be due to him, be paid, in respect of each completed month of such period of employment an amount of not less than one-fourth of the weekly wage he was receiving immediately prior to the date of such termination.

(19) *Unclaimed leave pay.*—(a) Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds. The Council, however, shall consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof.

6. PAYMENT OF WAGES AND OVERTIME

(1) Wages, earnings for overtime and all other remuneration shall be paid in cash weekly within 15 minutes of the employee's stopping time but not later than 16h45 on Fridays or, subject to clause 11 (4) (iii) and (iv), on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) Payment may, however, be made on days prior to Friday if agreed to by employer and employee provided the employer has notified the Council.

(3) When Friday is a holiday in the Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with subclause (1) on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time payment is made, in respect of every working hour or part of a working hour from the time of termination of employment till the time of final payment.

(4) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees, in sealed envelopes, endorsed with the name and address of the employer, the name of the employee, the date on which the week ended, together with a statement either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed shall remain the property of the employee.

(5) Subject to the provisions of clauses 5 (5) (c) and (6), 11 (3), 19, 24, 24bis, 25, 31, 32 and 34, no deductions shall be made from the remuneration due to an employee: Provided that where an employer is legally compelled to make any payments on behalf of an employee, an amount so paid may be deducted.

(6) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of training schemes to which an employer is legally required to contribute.

(b) Die koepon moet in sodanige vorm wees waaroor die Raad besluit en elke koepon moet 'n nommer hê wat ooreenstem met dié van die werknemer se bydraeboek, en moet die bedrag noem wat aan die werknemer betaal moet word vir een dag se besoldiging asook die minimum getal seëls wat aan 'n koepon geplak moet wees om 'n werkgewer die reg te gee op betaling ten opsigte van sodanige koepon.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgewer aan 'n werknemer die bedrag betaal wat genoem word op die koepon vermeld in paragraaf (a): Met dien verstande dat die werknemer die toepaslike koepon behoorlik deur sodanige werknemer geteken, minstens twee werkdade vóór die betrokke betaaldag aan die werkgewer oorhandig.

(ii) As 'n werkgewer die betrokke koepon, volledig ingevul, binne 30 dae vanaf die betrokke openbare vakansiedag by die Sekretaris inlewer, is hy geregtig om op die Raad enige betaling te verhaal wat deur hom kragtens subparagraaf (i) gedoen is.

(iii) 'n Werkgewer is nie geregtig op 'n terugbetaling van die bedrag wat kragtens subparagraaf (i) betaal is as die betrokke werknemer geen seëls aan die koepon geplak het nie, en ingeval die bedrag wat betaal is, meer is as die waarde van die seëls wat aan die koepon geplak is, moet net die werklike waarde van die seëls aan die werkgewer terugbetaal word.

(18) (a) Hierdie klousule is nie op wage van toepassing nie.

(b) Elke werkgewer moet aan 'n wag, vir elke tydperk van 12 maande diens by hom, minstens 21 agtereenvolgende dae verlof met volle besoldiging toestaan. Die verlof moet toegestaan word binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het.

(c) 'n Wag wie se dienskontrak gedurende enige 12 maande diens eindig alvorens die verloftydperk voorgeskryf in paragraaf (a) vir daardie tydperk opgeloop het, moet by beëindiging van diens en benewens enige ander besoldiging wat hom toekom, vir elke voltooië maand van sodanige dienстыdperk, 'n bedrag van minstens een kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal word.

(19) *Onopgeëiste verlofbesoldiging.*—(a) Indien 'n werknemer versuim om sy verlofbesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop die jaarlikse verlof tydperk 'n aanvang neem, verbeur hy die verlofbesoldiging aan hom verskuldig en val dit aan die algemene en/of bystandsfonds van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling wat aan hom voorgelê word na verstryking van genoemde tydperk en kan na eie goeddunke betaling daarvan magtig.

6. BETALING VAN LONE EN VERDIENSTE VIR OORTYDWERK

(1) Lone, verdienste vir oortydwerk en alle ander besoldiging wat verskuldig is, moet wekeliks in kontant en binne 15 minute na die werknemer se uitskeityd betaal word, maar voor of om 16h45 op Vrydae of, behoudens klousule 11 (4) (iii) en (iv) by beëindiging van sy diens as dié plaasvind voor die gewone betaaldag van die werknemer.

(2) Betaling kan egter op 'n dag vóór Vrydag geskied, mits die werkgewer en die werknemer aldus ooreengekom en die werkgewer die Raad daarvan verwittig het.

(3) Wanneer Vrydag 'n vakansiedag in die Nywerheid is, geskied betaling op die vorige Donderdag. Ingeval daar by diensbeëindiging nie aan subklousule (1) voldoen word nie, moet 'n werkgewer sodanige werknemer alle lone, toelaes en ander besoldiging tot en met die tyd waarop betaling geskied, betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd van finale betaling.

(4) Elke werkgewer moet lone, besoldiging vir oortyd, toelaes en alle ander besoldiging betaalbaar aan werknemers, in verskeide koeferte betaal, waarop geskryf staan die naam en adres van die werkgewer, die naam van die werknemer, die datum waarop die week geëindig het, tesame met 'n staat of gespesifiseer op die voorkant van die koefert of op 'n afsonderlike staat wat in die koefert ingesluit is, en waarop breedvoerig uiteengesit is hoe die bruto besoldiging bereken is, watter aftrekkings daarvan gedoen is, en die netto besoldiging wat in die koefert is. Sodanige koefert, tesame met enige staat daarin, bly die eiendom van die werknemer.

(5) Behoudens klousules 5 (5) (c) en (6), 11 (3), 19, 24, 24bis, 25, 31, 32 en 34, mag geen aftrekkings gedoen word van die besoldiging wat aan 'n werknemer verskuldig is nie: Met dien verstande dat ingeval 'n werkgewer regtens verplig is om enige betalings namens 'n werknemer te doen, 'n bedrag aldus betaal, afgetrek kan word.

(6) Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van opleidingskemas waarvoor 'n werkgewer regtens verplig is om by te dra.

7. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry shall within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of entering the Industry, furnish to the Secretary the following:

- (i) His full name and residential address;
- (ii) his business address, other than Post Office box number;
- (iii) the full title or style under which his business is conducted.

(b) Where the employer is a partnership or company the information as set out in paragraph (a) shall be furnished to the Secretary in respect of each partner, director, manager or secretary.

(c) Every individual employer, partnership or company shall—

- (i) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;
- (ii) give notice, in writing, to the Council, within 14 days, of ceasing operations in the Building Industry.

(2) Every employer in the Industry shall within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of his entering the Industry, 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 Agreement:

Provided that the minimum guarantee shall be for an amount of R150.

(3) The Council shall have the right at any time, but not more than once every six months, to call upon any employer to submit a return, in a form and manner prescribed by the Council, showing the total number of employees employed in the various categories for which wages are prescribed in this Agreement.

(4) (a) Where in the opinion of the Council the guarantee lodged by any employer is insufficient to cover the payment referred to in subclause (2), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

(b) The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R150.

(5) The Secretary shall return the guarantee to the employer concerned, after being notified in terms of subclause (1) (c) (ii) of the termination of building operations.

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

8. EMPLOYMENT OF JOURNEYMEN'S ASSISTANTS AND LEARNERS

(1) *Journeyman's Assistant.*—(a) No employer shall employ a journeyman's assistant unless the employee concerned has been registered with the Council as a journeyman's assistant and issued with a certificate to that effect.

(b) Application to employ a journeyman's assistant shall be made to the Council, in writing, stating the following particulars of the employee concerned:

- (i) His full names and residential address;
- (ii) his date of birth;
- (iii) the nature of the work to be performed (i.e. Class I or Class II).

(c) A journeyman's assistant shall, on demand by any duly authorised official of the Council or when required to do so by the employer, produce the certificate issued to him by the Council.

(d) No employer shall dismiss a journeyman for the purpose of replacing him with a journeyman's assistant.

(e) No person under the age of 21 shall qualify for registration as a journeyman's assistant.

(2) *Learners.*—(a) No employer shall employ any person as a learner unless the written consent of the Council has first been obtained and a certificate issued to that effect.

(b) Application to employ a learner shall be made to the Council, in writing, by the employer who shall furnish the following particulars of the person:

- (i) His full names and residential address;
- (ii) his date of birth;
- (iii) the nature of the work he is required to learn;
- (iv) his educational qualifications;
- (v) his previous experience.

7. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet, binne sewe dae nadat hy tot die Nywerheid toetree het, die Sekretaris van onderstaande gegewens voorsien:

- (i) Sy volle naam en woonadres;
- (ii) sy besigheidsadres, maar nie 'n posbusnommer nie;
- (iii) die volledige titel of benaming waaronder sy besigheid gedryf word.

(b) Waar die werkgever 'n vennootskap of maatskappy is, moet die inligting soos in paragraaf (a) opgenoem, aan die Sekretaris verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.

(c) Elke individuele werkgever, vennootskap of maatskappy moet—

- (i) die Raad skriftelik binne 14 dae in kennis stel van enige verandering van titel, benaming, bestuur, vennote of adres van sodanige besigheid;
- (ii) die Raad binne 14 dae daarvan in kennis stel as hy sy bedrywighede in die Bounywerheid gestaak het.

(2) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet, binne sewe dae nadat hy tot die Nywerheid toetree het, aan die Raad 'n waarborg voorlê wat vir die Raad aanvaarbaar is, om die betaling van ondergemelde ten opsigte van sy werknemers vir twee weke te dek, naamlik:

- (a) Lone, soos in klousule 4 voorgeskryf;
- (b) ander finansiële verpligings waarvoor 'n werkgever kragtens hierdie Ooreenkoms aanspreeklik is:

Met dien verstande dat die minimum waarborg vir R150 moet wees.

(3) Die Raad het die bevoegdheid om eniger tyd, maar nie meer dikwels nie as een maal elke ses maande, enige werkgever aan te sê om 'n opgawe in te dien, in 'n vorm en op 'n wyse deur die Raad voorgeskryf, wat die totale getal werknemers in diens in die verskillende kategorieë aantoon vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(4) (a) Waar 'n waarborg wat deur 'n werkgever ingedien word, na die mening van die Raad onvoldoende is om die betaling gemeld in subklousule (2) te dek, moet die werkgever op bevel van die Raad die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

(b) Insgelyks moet die Raad enige werkgever toelaat om die bedrag van sodanige waarborg te verminder waar 'n vermindering in die getal werknemers wat in diens is, sodanige vermindering regverdig: Met dien verstande dat die bedrag van sodanige waarborg te gener tyd minder as R150 mag wees nie.

(5) Die Sekretaris moet die waarborg aan die betrokke werkgever terugstuur nadat die Raad ingevolge subklousule (1) (c) (ii) in kennis gestel is dat bouwerkzaamhede gestaak is.

(6) Die Sekretaris moet 'n register byhou van alle werkgewers in subklousule (1) bedoel.

8. INDIENSNEMING VAN AMBAGSMANSASSISTENTE EN LEERLINGE

(1) *Ambagsmansassistent.*—(a) Geen werkgever mag 'n ambagsmansassistent indiens neem nie tensy die betrokke werknemer by die Raad geregistreer is as 'n ambagsmansassistent en van 'n sertifikaat met dié strekking voorsien is.

(b) Aansoek om 'n ambagsmansassistent in diens te neem, moet skriftelik by die Raad ingedien word met vermelding van onderstaande besonderhede aangaande die betrokke werknemer:

- (i) Volle name en woonadres;
- (ii) datum van geboorte;
- (iii) aard van die werk wat verrig moet word (d.w.s. klas I of klas II).

(c) 'n Ambagsmansassistent moet die sertifikaat wat die Raad aan hom uitgereik het, op versoek deur enige behoorlik gemagtigde beampste van die Raad of wanneer hy deur die werkgever daarom versoek word, aan sodanige persoon voorlê.

(d) Geen werkgever mag 'n ambagsman ontslaan met die doel om hom deur 'n ambagsmansassistent te vervang nie.

(e) Niemand onder die leeftyd van 21 jaar mag kwalifiseer vir registrasie as 'n ambagsmansassistent nie.

(2) *Leerlinge.*—(a) Geen werkgever mag enigiemand as 'n leerling in diens neem nie tensy skriftelike toestemming eers van die Raad ontvang en 'n sertifikaat met dié strekking uitgereik is.

(b) Aansoek om 'n leerling in diens te neem moet skriftelik tot die Raad gerig word deur die werkgever wat ondergemelde besonderhede van die persoon moet verstrek:

- (i) Volle naam en woonadres;
- (ii) datum van geboorte;
- (iii) aard van die werk wat hy moet leer;
- (iv) opvoedkundige kwalifikasies;
- (v) vorige ondervinding.

(c) The Council shall have the power to fix the conditions of employment and period of learnership in each case, which conditions shall not be varied without the prior consent of the Council.

(d) The Council may at any time by notice, in writing, withdraw its consent to the employment of any learner if it considers there is good reason to do so, and on receipt of such notification from the Council, the employer shall within seven days dispense with the services of such learner, and return the certificate to the Council for cancellation.

(e) No employer shall employ in any capacity any person who has previously entered into a learnership contract with another employer resulting from permission granted in terms of this subclause without the contract period determined by the Council having been completed or unless prior permission has been obtained from the Council and no employee who has previously entered into a learnership contract shall offer himself for employment in any capacity with another employer prior to the completion of the contract unless he has obtained the permission of the Council to do so.

9. HOURS OF WORK

(1) The ordinary hours of work of employees shall not exceed 45 hours per week from Monday to Friday inclusive or nine hours on any one day.

(2) No employer shall require or allow an employee to work and no employee shall work for longer than five hours without observing an uninterrupted interval of at least one hour.

(3) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 10.

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the annual leave period specified in this Agreement and outside the ordinary hours of work prescribed in subclause (1), save that such employee may perform work for himself only.

(5) The provisions of this clause shall not apply to watchman.

10. OVERTIME

(1) An employer shall not require or allow an employee to work overtime except on emergency work or on essential services. Permission to work overtime on essential services shall first be obtained, in writing, by the employer from the Council. If the employee is required to perform emergency work the employer shall report to the Council within 48 hours of the time such emergency has arisen.

(2) *Payment of overtime.*—Any employee who is required or permitted to work any time in excess of the hours prescribed in clause 9 (1) shall be paid—

(a) in respect of overtime up to one hour worked daily between Monday and Friday inclusive—

(i) in the case of apprentices: One and one-tenth times their hourly wage;

(ii) in the case of other employees: Their hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 5 (5);

(b) in respect of each hour or part of an hour worked in excess of one hour overtime daily between Monday and Friday inclusive: One and one-quarter times the employee's hourly wage;

(c) in respect of each hour or part of an hour worked—

(i) on Saturday: One and one-third times the employee's hourly wage;

(ii) on Sunday and until 07h30 on Monday: Double the employee's hourly wage.

(iii) on a public holiday prescribed in clause 5 (3) or during the annual leave period: One and one-third times his hourly wage.

(3) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

(4) The provisions of this clause shall not apply to watchmen: Provided that should a watchman be required to work on the seventh day of a week, he shall be paid double his hourly rate in respect of every hour or part of an hour worked on such seventh day.

11. TERMINATION OF EMPLOYMENT

(1) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or

(c) Die Raad het die bevoegdheid om die diensvoorwaardes en leertyd in elke geval te bepaal, en die voorwaardes mag nie sonder toestemming vooraf van die Raad, gewysig word nie.

(d) Die Raad kan te eniger tyd met skriftelike kennisgewing sy toestemming vir die indiensneming van enige leerling terugtrek as hy van mening is dat daar goeie redes daarvoor bestaan, en by ontvangs van sodanige kennisgewing van die Raad moet die werkgewer binne sewe dae afsien van die dienste van sodanige leerling en die sertifikaat aan die Raad vir kansellering terugstuur.

(e) Geen werkgewer mag enigiemand in enige hoedanigheid in diens neem wat voorheen 'n leerlingskontrak met 'n ander werkgewer aangegaan het as gevolg van toestemming verleen kragtens hierdie subklousule sonder dat die kontraktyd wat die Raad vasgestel het, voltooi is of tensy toestemming vooraf van die Raad verkry is nie en geen werknemer wat voorheen 'n leerlingskontrak aangegaan het, mag homself vir diens in enige hoedanigheid by 'n ander werkgewer aanbied voordat die kontrak voltooi is nie, tensy hy die toestemming van die Raad verkry het om dit te doen.

9. WERKURE

(1) Die gewone werkure van werknemers mag hoogstens 45 uur per week van Maandag tot en met Vrydag of nege uur op 'n bepaalde dag beloop.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om vir langer as vyf uur sonder 'n ononderbroke pouse van minstens één uur te werk nie, en geen werknemer mag aldus sonder sodanige pouse werk nie.

(3) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof in 'n bepaalde tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klousule 10.

(4) Geen werknemer mag, terwyl hy in diens van enige werkgewer is, enige werk wat in hierdie Ooreenkoms beskryf word, buite die Nywerheid onderneem of verrig nie, hetsy vir besoldiging of nie, op die openbare vakansiedae en gedurende die jaarlikse verloftydperk gemeld in hierdie Ooreenkoms en buite die gewone werkure wat in subklousule (1) voorgeskryf word, behalwe dat sodanige werknemer werk vir homself alleen mag verrig.

(5) Hierdie klousule is nie op wagte van toepassing nie.

10. OORTYDWERK

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe aan noodwerk of op noodsaaklike dienste. Toestemming om oortydwerk op noodsaaklike dienste te verrig, moet vooraf skriftelik deur die werkgewer van die Raad verkry word. Indien daar van 'n werknemer vereis word om noodwerk te verrig, moet die werkgewer dit binne 48 uur vanaf die tyd waarop die noodtoestand ontstaan het, aan die Raad rapporteer.

(2) *Besoldiging vir oortydwerk.*—'n Werknemer van wie daar vereis word om langer te werk as die ure wat in klousule 9 (1) voorgeskryf word, moet soos volg besoldig word:

(a) Ten opsigte van oortyd wat tot 'n uur duur en daaglik tussen Maandag tot en met Vrydag gewerk word—

(i) in die geval van vakleerlinge: Een en 'n tiende maal hul uurloon;

(ii) in die geval van ander werknemers: Hul uurloon plus die Vakansiefondsbetaling wat vir die betrokke klas werknemer in klousule 5 (5) voorgeskryf word;

(b) ten opsigte van elke uur of deel van 'n uur gewerk wat langer is as een uur oortydwerk daaglik tussen Maandag tot en met Vrydag: Een en 'n kwart maal die werknemer se uurloon;

(c) ten opsigte van elke uur of deel van 'n uur gewerk—

(i) op Saterdag: Een en 'n derde maal die werknemer se uurloon;

(ii) op Sondag: Dubbel die werknemer se uurloon;

(iii) op 'n openbare vakansiedag wat in klousule 5 (3) of gedurende die jaarlikse verloftydperk voorgeskryf word: Een en 'n derde maal sy uurloon.

(3) Die gewone werkure plus oortyd mag hoogstens 56 uur per week beloop.

(4) Hierdie klousule is nie op wagte van toepassing nie: Met dien verstande dat indien daar van 'n wag vereis word om op die sewende dag van 'n week te werk, hy dubbel sy uurloon betaal moet word vir elke uur of deel van 'n uur wat hy op sodanige sewende dag werk.

11. DIENSBEÏNDIGING

(1) Geen kennisgewing van diensbeëindiging is nodig nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkgewer in diens was.

(2) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede; of

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein; or

(c) the provisions of subclause (4) (iii);

an employer desirous of terminating the employment of an employee or an employee desirous of terminating an engagement with an employer shall give, in the case of a journeyman, not less than two hours' notice of such termination of employment to the employer or the employee, as the case may be, on any working day.

(3) Should an employee cease work without having given to an employer the notice prescribed in subclause (2), the employer may deduct from any wages in the process of accrual to such employee an amount equivalent to the wages payable in terms of clause 4 for a period equal to such notice.

(4) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be, before finishing time on the day in respect of which notice is given: Provided that—

(i) an employer who gives notice to an employee for whom wages are prescribed in clause 4 (1) (g) and (h) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;

(ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a journeyman shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;

(iii) an employee who requires payment of wages due to be made on termination of employment shall give his notice to the employer at the normal starting time on the day of such termination;

(iv) in the event of an employee not complying with the third proviso of this subclause, payment of wages accrued shall not fall due until after noon on the succeeding working day.

12. STORAGE AND PROVISION FOR TOOLS

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing. For the purposes of this subclause, "jobbing" means a job of not more than three working days' duration.

(2) Employers shall supply grindstones for sharpening tools. Where grindstones are provided on the job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(3) Employers shall provide in the case of—

(a) carpenters: All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 30 cm long, and all hammers over 1 800 g and all saws for cutting corrugated asbestos and other materials of similar hardness;

(b) masons and stonecutters:

(i) Tools for working granite or hard stone and claws;

(ii) suitable shed for stonecutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites;

(iii) an employee to sharpen tools;

(c) painters and paperhangers: All tools except putty knives, dusters and paperhanger's brushes and scissors;

(d) plasterers: Daggaboards and stands of suitable height, rollers, straight edges and special granolithic tools;

(e) plumbers and gasfitters:

(i) Machines used in shop or on job;

(ii) stake and rivetting bars and drills of all sizes;

(iii) screwing tackle, such as stocks, dies, taps and ratchets;

(iv) pipe cutting tools and vices;

(v) special heavy caulking irons and pots (fire pots);

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 22½ cm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

(xi) rivet sets from No. 12 rivets and over and grooving tools;

(b) die bepalinge van 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarby 'n langer tydperk beding word as dié waarvoor hierin voorsiening gemaak word; of

(c) subklousule (4) (iii);

moet 'n werkgewer wat die dienste van 'n werknemer wil beëindig en moet 'n werknemer wat sy diens by 'n werkgewer wil beëindig, in die geval van 'n ambagsman minstens twee uur en in die geval van ander werknemers minstens een uur vooraf kennis van sodanige diensbeëindiging op enige werkdag aan die werkgewer of die werknemer, na gelang van die geval, gee.

(3) Indien 'n werknemer ophou werk sonder om aan 'n werkgewer die kennis te gee het soos voorgeskryf in subklousule (2), mag die werkgewer van die loon wat sodanige werknemer toekom, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 betaalbaar is vir 'n tydperk wat gelyk is aan die tydperk van sodanige kennisgewing.

(4) Die minimum tydperk van sodanige kennisgewing loop vanaf die aanvang van die laaste twee uur of een uur, na gelang van die geval, voor die sluitingstyd op die dag ten opsigte waarvan daar kennis gegee word: Met dien verstande dat—

(i) 'n werkgewer wat kennis gee aan 'n werknemer vir wie lone in klousule (4) (1) (g) en (h) voorgeskryf word, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing in werkende orde te bring, maar hierdie bepaling is nie in die geval van 'n werknemer wat vir minder as vyf dae gewerk het, van toepassing nie;

(ii) 'n werknemer wat aan 'n werkgewer kennis gee, nogtans met die werk waarvoor hy in diens geneem is, moet aanhou tot by die sluitingstyd, met dié uitsondering dat 'n werknemer wat as 'n ambagsman in diens geneem is, gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring maar nogtans vir dié gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie, tot die sluitingstyd moet aanhou met die werk waarvoor hy in diens geneem is;

(iii) 'n werknemer wat vereis dat die loon wat aan hom verskuldig is, betaal moet word by die beëindiging van sy diens, die werkgewer op die gewone aanvangstyd van die dag van sodanige diensbeëindiging kennis daarvan moet gee;

(iv) ingeval 'n werknemer nie aan die derde voorbehoudsbepaling van hierdie subklousule voldoen nie, die loon wat hom toekom, eers ná 12-uur middag op die daaropvolgende werkdag betaalbaar is.

12. BERGING EN VERSKAFFING VAN GEREEDSKAP

(1) 'n Geskikte plek moet deur die werkgewer by alle werkplekke verskaf word om gereedskap in toe te sluit. Hierdie bepaling geld nie vir stukwerk nie. Vir die toepassing van hierdie subklousule beteken "stukwerk" werk wat nie langer as drie werkdade duur nie.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. Waar slypstene by die werk verskaf word, moet daar aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om hul gereedskap voor hul diensbeëindiging in orde te bring.

(3) Werkgewers moet die volgende verskaf in die geval van—

(a) timmermans: Alle klemme, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore langer as 30 cm en alle hamers swaarder as 1 800 g en alle sae vir die saag van geriffelde asbes en ander materiaal wat net so hard is;

(b) klipmesselaars en klipkappers:

(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) geskikte afdakke vir klipkappers, met 'n dak wat minstens 3 m hoog is; hierdie bepaling is nie op klein werkies op bou-terreine van toepassing nie;

(iii) 'n werknemer om alle gereedskap skerp te maak;

(c) verwers en plakkers: Alle gereedskap, uitgesonderd stop-verfmesse, stoffers en plakkerskwaste en -skêre;

(d) pleisteraars: Daghaborde en steiers van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granoliet-werk;

(e) loodgieters en gasaanlêers:

(i) Masjiene wat in die werkwinkel of by die werk gebruik word;

(ii) afsteekpenne en klinkstawe en bore van alle groottes;

(iii) draadnygereedskap soos stokke en snymoere, snytappe en ratels;

(iv) pypsnijgereedskap en skroewe;

(v) spesiale swaar kalfaatysters en konkas (vuurkonkas);

(vi) metaalpotte en groot gietlepele;

(vii) beitels, ponse en muurpenne wat langer as 22½ cm is;

(viii) soldeeroute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 5 cm;

(xi) klinknaelstelle van grootte No. 12 en groter, en groef-gereedskap;

- (xii) sheet metal worker's mallets and heavy dressers;
- (xiii) punches over 6 mm in diameter, hollow or solid;
- (xiv) wrenches and tongs over 30 cm in length.

13. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Employers and employees shall observe the following rules:

(1) *Plaster modelling shop.*—An employer shall provide that the fitting of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(2) *Concrete work.*—Every employer shall employ an employee at the rate of not less than the highest rate per hour payable to journeymen who shall be continuously employed whilst concrete is placed *in situ* and it shall be the sole duty of this employee to supervise the other persons doing this class of work.

(3) (a) *Stone work.*—Operators of stone turning and planing and of diamond and carborundum sawing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(b) Employees employed in fixing saw blades, setting stones ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the standard rate of wages as laid down in this Agreement for journeymen.

(c) Mason's bankers must not be less than 1,8 m apart and no dust shall be blown off from exhaust or other air during working hours.

(d) An employee shall not be required to use stone which had been worked by an employee who received wages at a lower rate than prescribed in this Agreement for journeymen.

(e) All squared stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonable safe distance from the working face of the quarry.

(4) *Scaffolding.*—An employer shall provide that all scaffolding be properly constructed of sound material.

14. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

15. LATRINES

Proper sanitary accommodation in conformity with the local authority requirements shall be provided by employers on all jobs for Whites and Non-Whites separately.

16. WORKING EMPLOYER OR PARTNER

Any working employer and/or partner shall observe the working hours prescribed in or in terms of this Agreement.

17. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof the guidance of employers and employees.

18. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may in writing grant exemptions to any person or persons from any of the provisions of this Agreement for good and sufficient reason.

(2) The Council shall have the power to fix the conditions subject to which an exemption shall operate.

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

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

19. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall deduct the following amounts from the wages of his employees, other than apprentices:

Per week

	c
Journeymen and employees engaged on floorlaying and glazing.....	10
Journeymen's assistants, Class I and Class II, skilled labourers and drivers.....	4
Labourers.....	2

- (xii) plaatmetaalwerkershamers en swaar klophamers;
- (xiii) ponsse, hol en solied, met 'n diameter van meer as 6 mm;
- (xiv) moersleutels en tange wat langer as 30 cm is.

13. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet die volgende reëls nakom:

(1) *Pleisterboetseerwinkel.*—'n Werkgewer moet sorg dat die aanbring van vorms geskied onder die doeltreffende toesig van 'n werknemer wat minstens die standaardloon betaal moet word wat in hierdie Ooreenkoms vir ambagsmanne voorgeskryf word.

(2) *Betonwerk.*—Elke werkgewer moet teen 'n loon gelyk aan minstens die hoogste uurloon wat aan 'n ambagsman betaalbaar is, 'n werknemer in diens neem wat voortdurend diens moet doen wanneer daar beton gegiet word, en dit is uitsluitlik die plig van hierdie werknemer om toesig te hou oor die ander persone wat hierdie klas werk verrig.

(3) (a) *Klipwerk.*—Die bedieners van klipdraai- en klipskaafmasjiene en van diamant- en karborundumsaagmasjiene moet minstens die standaardloon betaal word wat in hierdie Ooreenkoms vir ambagsmanne voorgeskryf word.

(b) Werknemers wat gebruik word om saaglemme in te sit, klippe reg te sit vir saagwerk en alle klippe vas en gelyk te sit vir poleermasjiene, moet minstens die standaardloon betaal word wat in hierdie Ooreenkoms vir ambagsmanne voorgeskryf word.

(c) Klipwerkbanke moet minstens 1,8 m van mekaar af wees en geen stof mag gedurende die werkure met uitlaat- of ander lug afgeblaas word nie.

(d) Daar mag nie van 'n werknemer vereis word om klip te gebruik wat bewerk is deur 'n werknemer wat 'n laer loon ontvang as dié wat in hierdie Ooreenkoms vir 'n ambagsman voorgeskryf word nie.

(e) Alle haakse klip moet op die werkgewer se werf of op die werkplek bewerk word maar mag by die klipgroef kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wanneer die werkgewer se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(4) *Steierwerk.*—'n Werkgewer moet sorg dat alle steierwerk behoorlik opgerig word met defekvrye materiaal.

14. SKULING TEEN NAT WEER

Op alle terreine waar bouwerksaamhede verrig word, moet die werkgewers geskikte akkommodasie verskaf waarin die werknemers teen nat weer kan skuil.

15. LATRINES

Werkgewers moet op alle werkplekke behoorlike sanitêre geriewe ooreenkomstig die vereistes van die plaaslike owerheid aan Blankes en Nie-Blankes afsonderlik verskaf.

16. WERKENDE WERKGEWER OF VENNOOT

'n Werkende werkgewer en/of vennoot moet hom hou aan die werkure soos voorgeskryf in of ooreenkomstig hierdie Ooreenkoms.

17. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van werkgewers en werknemers uitspreek.

18. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van Artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad besit die bevoegdheid om die voorwaardes te stel waarop sodanige vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Vrystellingsertifikaat 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 waarin dit van krag is, wysig of intrek.

(5) 'n Werkgewer moet die bepalings van 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

19. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer ondergemelde bedrae aftrek van die lone van sy werknemers, uitgesonderd van dié van vakleerlinge:

Per week

	c
Ambagsmanne en werknemers wat vloere lê en glaswerk doen.....	10
Ambagsmansassistentie, klas I en klas II, geskoolde arbeiders en drywers.....	4
Arbeiders.....	2

and to the amounts so deducted, the employer shall contribute an equal amount: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three days in any one week. The total amount shall be paid to the Council weekly.

(2) The Council may in its discretion include the amounts referred to in subclause (1) in any other stamp or voucher which it may from time to time decide to introduce.

20. NOTICE BOARDS

Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board showing the full name and business address of such employer or partnership.

21. 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 places in which the Building Industry is carried on at any time when he has reasonable cause to believe 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.

22. EMPLOYMENT OF JUVENILES

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

23. TRADE UNION ORGANISERS

Trade union organisers shall be allowed to contact their members working on jobs with the consent of the employer or his duly authorised representative or the foreman.

24. COLLECTION OF TRADE UNION FEES

(1) An employer may, with the written consent of his employee who is a member of the trade union, deduct from the employee's wages the trade union subscriptions payable by him.

(2) All trade union subscriptions so deducted shall, on or before the seventh day of each month, be forwarded by the employer to the trade union together with a statement showing for whom the amounts are intended.

24bis. SAVINGS SCHEME

(1) An employer may, with the written consent of his employee for whom a wage is prescribed in clause 4 (1) (g) and (h), deduct an amount of R1 per week from the wage of such employee who has worked for him for not less than three days during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

(4) The Council may in its discretion include the amount referred to in subclause (1) in any stamp which it may from time to time introduce.

25. COMPUTER FEE

(1) In order to subscribe towards the cost to the Council of computerising the Holiday, Pension and Benefit Funds, employers shall deduct 2c per week from the wages of each employee for whom wages are prescribed in clause 4 (1) (g) and (h).

(2) All fees deducted in terms of subclause (1) shall be paid to the Council not later than the Friday following the payweek in respect of which the deductions were made.

26. PIECE WORK OR TASK WORK

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5 and 10 an employer may base an employee's remuneration on the quantity or output of work done: Provided that

en by die bedrae aldus afgetrek, moet die werkgewer 'n ewe groot bedrag voeg: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n werknemer wat minder as drie dae in enige bepaalde week vir dieselfde werkgewer gewerk het. Die totale bedrag moet weekliks aan die Raad betaal word.

(2) Die Raad kan na goedvinde die bedrae gemeld in subklousule (1), insluit in enige ander seël of bewys wat hy van tyd tot tyd besluit om in gebruik te neem.

20. KENNISGEWINGBORDE

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet, waar bouwerksaamhede ook al deur hom of deur hulle verrig word, 'n kennisgewingbord op 'n opvallende plek wat vir die publiek toeganklik is, vertoon waarop die volle naam en die besigheidsadres van sodanige werkgewer of vennootskap gemeld word.

21. AGENTE

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

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

(b) enigeen wat hy in of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van dié ander persone wat hy, met die oog op die sake wat op hierdie Ooreenkoms betrekking het, dienstig ag, mondeling te ondervra en om van sodanige persoon 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 hierdie Ooreenkoms nagekom word, getoon word en om dit te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree en sy inspeksie- of ondersoekwerk verrig, mag hy 'n tolk met hom saamneem.

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

22. INDIENSNEMING VAN JEUGDIGES

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

23. ORGANISEERDERS VAN VAKVERENIGING

Die organiseerders van die vakvereniging moet toegelaat word om, met die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hul lede in verbinding te tree op die plekke waar hulle werk.

24. INVORDERING VAN VAKVERENIGINGLEDGELD

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer wat lid van die vakvereniging is, die vakverenigingsledgeld wat deur die werknemer betaalbaar is van sy lone aftrek.

(2) Alle vakverenigingsledgeld aldus afgetrek, moet voor of op die sewende dag van elke maand deur die werkgewer aan die vakvereniging gestuur word, tesame met 'n staat wat wys vir wie die bedrae bedoel is.

24bis. SPAARSKEMA

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf is, 'n bedrag van R1 per week aftrek van die loon van sodanige werknemer wat vir minstens drie dae gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek is, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word min enige bedrag met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

(4) Die Raad kan na goeddunke die bedrag in subklousule (1) bedoel, insluit in enige seël wat hy van tyd tot tyd in gebruik mag neem.

25. REKENAARKOSTE

(1) Ten einde by te dra tot die koste van die Raad om die Vakansie-, Pensioen- en Voorsorgfondse te rekenariseer, moet werkgewers 2c per week aftrek van die loon van elke werknemer vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf word.

(2) Alle gelde kragtens subklousule (1) afgetrek, moet aan die Raad betaal word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die aftrekkings gedoen is.

26. STUKWERK OF TAAKWERK

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousule 4, 5 en 10 geregtig sou gewees het, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van

no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in the subclauses (2) and (3) hereunder: Provided that apprentices shall not be allowed to participate in such incentive schemes.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

27. SICK LEAVE FOR WATCHMEN

An employer shall grant to each watchman in his employ who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, 36 work-days sick leave in the aggregate on full pay during any period of 36 consecutive months employment with him: Provided that—

(i) the employer may require the production of a certificate issued by any registered medical doctor or a hospital showing the nature and duration of the sickness or injury in respect of each period of absence for which payment is claimed;

(ii) the duration of the absence is not less than three days. If the duration of absence is three days or more then compensation shall be paid from the beginning of the sick leave;

(iii) in the first 12 months of employment a watchman shall not be entitled to sick pay on full pay at a rate of more than one work-day in respect of each completed month of employment.

28. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

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

(2) Subject to the provisions of subclauses (3) and (4), each employer shall contribute to the National Fund the amount of 12c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (g) and (h).

(3) No payment shall be made by an employer in respect of an employee who has worked less than three days for him in any one week.

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

(5) All amounts payable in accordance with the provisions of subclause (2) shall be incorporated in a consolidated stamp issued by the Council.

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

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Labour.

For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

29. SUBSCRIPTIONS — KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Every employer who is a member of the employer's organisation shall pay to the Council an amount of—

(a) 6c per week in respect of every employee employed by him for whom wages are prescribed in clause 4 (1) (g) and (h); and

(b) 3c per week in respect of every employee employed by him for whom wages are prescribed in clause 4 (1) (a), (b), (c), (d), (e) and (f).

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three days with a member employer in any one week.

die werk wat verrig word: Met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema oor die bepalings waarvan daar ooreengekom is oos voorgeskryf in subklousules (2) en (3) hieronder: Voorts met dien verstande dat vakleerlinge nie toegelaat mag word om aan sodanige aansporingskema deel te neem nie.

(2) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat oor die bepalings van sodanige skema ooreen kom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waaroor die Komitee ooreen kom, moet op skrif gestel en onderteken word deur die lede van die Komitee en mag nie deur die Komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat dit wil wysig of beëindig, dié skriftelike kennis aan die ander party gegee het waaroor die partye ooreengekom het toe sodanige ooreenkoms aangegaan is.

27. SIEKTEVERLOF VIR WAGTE

'n Werkgewer moet aan elke wag in sy diens wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, altesaam 36 werkdae siekteverlof met volle besoldiging gedurende enige tydperk van 36 agtereenvolgende maande diens by hom bestaan: Met dien verstande dat—

(i) die werkgewer die voorlegging van 'n sertifikaat van 'n geregistreerde mediese dokter, of die hospitaal, kan vereis wat die aard en die duur aantoon van die siekte of besering ten opsigte van elke tydperk van afwesigheid waarvoor daar besoldiging geëis word;

(ii) die duur van die afwesigheid minstens drie dae is. As die afwesigheid drie dae of langer duur, moet vergoeding vanaf die aanvang van die siekteverlof betaal word;

(iii) 'n werknemer gedurende die eerste 12 maande diens nie op meer as een werkdag siekteverlof met volle besoldiging, vir elke voltooide maand diens, geregtig is nie.

28. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad in kennis gestel is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat deur die Federasie van Bounywerhede (S.A.) ingestel is, hieronder die "Nasionale Fonds" genoem, verleen die Raad hierby magtiging, met die doel om die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds, te verwesenlik, dat bydraes ingevorder word ooreenkomstig die prosedure hieronder omskryf.

(2) Behoudens subklousules (3) en (4), moet elke werkgewer 12c per week tot die Nasionale Fonds bydra namens elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf word.

(3) Geen betaling moet gedoen word deur 'n werkgewer namens 'n werknemer wat minder as drie dae vir hom in enige bepaalde week gewerk het nie.

(4) Waar 'n werknemer by twee of meer werkgewers gedurende dieselfde week gewerk het, moet betaling vir daardie week gedoen word deur die werkgewer by wie hy eerste minstens drie dae gewerk het.

(5) Alle bedrae wat ooreenkomstig subklousule (2) betaalbaar is, moet ingelyf word in 'n gekonsolideerde seël wat deur die Raad uitgereik word.

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

(7) Kopieë van die konstitusie en van die geouditeerde jaar-rekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word.

Vir die toepassing van hierdie klousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

29. LEDEGELD—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet die volgende bedrae aan die Raad betaal:

(a) 6c per week namens elke werknemer in sy diens vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf word; en

(b) 3c per week namens elke werknemer in sy diens vir wie 'n loon in klousule 4 (1) (a), (b), (c), (d), (e) en (f) voorgeskryf word.

(2) Geen betaling kragtens subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie dae by 'n lidwerk-gewer in 'n bepaalde week gewerk het nie.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall on or before the 15th of each month forward to the Kimberley Master Builders' and Allied Trades Association, the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent which amount shall accrue to the general funds of the Council.

30. LABOUR ONLY CONTRACT

No employer shall give out work on any subcontract basis unless the person undertaking such subcontract work supplies all the labour, material and plant that may be required in the performance of such work; and no employee shall accept or perform any work on any basis contrary to that as set out herein.

31. BENEFIT FUND

The Benfit fund for the Building Industry, Kimberley (hereinafter referred to as the "Benefit Fund"), established under Government Notice R. 2252 of 8 December 1972, is hereby continued.

(1) *Membership.*—Membership of the Benefit Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (g) and (h).

(2) *Contributions.*—(a) Every employer shall deduct from the wages of each of his employees to whom this clause applies an amount of R1,00 per week and to this amount add alike amount, thus making a total contribution of R2,00 per week.

(b) No contribution shall be made in respect of an employee who has worked for an employer for less than three days in any one week.

(c) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three days in that week.

(d) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(e) Every employee shall immediately affix such stamp in his contribution book which shall be retained by him.

(f) Every employee shall immediately after the last pay-day in October each year, hand his contribution book in to the Council who shall issue a receipt therefor.

(g) No contribution book shall contain more than 49 stamps and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and cannot be ceded or pledged in any way whatsoever.

(h) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(3) *Qualification for benefit.*—In order to qualify for benefits under the Benefit Fund a member must—

(a) for sickness or accident benefits—

(i) have made contributions to the Benefit Fund, in terms of sub-clause (2), for a minimum of 16 weeks prior to the claim arising; and

(ii) have been unable to pursue his occupation due to sickness or accident for at least three days;

(b) for loss of tools—

(i) have made contributions to the Benefit Fund, in terms of sub-clause (2), for a minimum of 16 weeks prior to the claim arising; and

(ii) have lost them through fire whilst stored in a suitable lock-up;

(c) for medical benefit—

(i) have contributed to the Benefit Fund, in terms of sub-clause (2), for a minimum of 26 weeks prior to the claim arising;

(ii) have completed the necessary application form reflecting details of all dependants;

(iii) have submitted the claim within three months of the claim arising; and

(iv) ensure that all necessary detailed medical accounts and/or chemist accounts supported by prescriptions accompany the claim form.

(3) Waar 'n werknemer vir twee of meer lede van die werkgewersorganisasie gedurende enige bepaalde week gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgewer wat eerste sodanige werknemer vir drie dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgewer aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van 2½ persent wat die algemene fondse van die Raad toekom, aan die Kimberley Master Builders' and Allied Trades Association stuur.

30. KONTRAK VIR ARBEID ALLEEN

Geen werkgewer mag werk op 'n subkontrakgrondslag uitbestede nie, tensy die persoon wat sodanige subkontrakwerk onderneem, al die arbeid, materiaal en installasies verskaf wat vir die verrigting van sodanige werk nodig kan wees; en geen werknemer mag enige werk op 'n grondslag wat strydig is met dié hierin vervat, aanvaar of verrig nie.

31. BYSTANDSFONDSE

Die Bystandsfonds vir die Bounywerheid, Kimberley (hierna die "Bystandsfonds" genoem) wat by Goewernementskennisgewing R. 2252 van 8 Desember 1972 ingestel is, word hierby voortgesit.

(1) *Lidmaatskap.*—Lidmaatskap van die Bystandsfonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (g) en (h) voorgeskryf word.

(2) *Bydraes.*—(a) Elke werkgewer moet R1 per week aftrek van die loon van elk van sy werknemers op wie hierdie klousule van toepassing is, en by hierdie bedrag moet hy 'n gelyke bedrag voeg, wat die totale bydrae op R2 per week te staan bring.

(b) Geen bydrae moet gedoen word namens 'n werknemer wat minder as drie dae in enige bepaalde week vir 'n werkgewer gewerk het nie.

(c) Waar 'n werknemer vir twee of meer werkgewers in enige bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgewer vir wie sodanige werknemer eerste vir minstens drie dae in daardie week gewerk het.

(d) Die bedrae in paragraaf (b) bedoel, moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is, aan die Raad betaal word. In ruil vir hierdie bedrae ontvang 'n werkgewer van die Raad 'n seël wat met die werkgewer se naam en die datum gerojer en aan die betrokke werknemer elke week in sy betaalboek uitgereik moet word.

(e) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(f) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitansie daarvoor moet uitreik.

(g) Geen bydraeboek mag meer as 49 seëls bevat nie en ingeval daar meer as 49 seëls in is, moet die res deur die Raad geneem word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en kan nie gesedeer of op watter wyse ook verpand word nie.

(h) Die Raad kan na goedgekeurde seël in hierdie klousule bedoel, kombineer met enige ander seëls wat hy van tyd tot tyd in gebruik mag neem.

(3) *Kwalifikasie vir bystand.*—Ten einde vir bystand kragtens die Bystandsfonds te kwalifiseer, moet 'n lid—

(a) vir siekte- of ongeluksbystand—

(i) bydraes kragtens subklousule (2) tot die Bystandsfonds gedoen het vir 'n minimum tydperk van 16 weke voordat die eis ontstaan; en

(ii) nie in staat gewees het om sy ambag vir minstens drie dae weens siekte of ongeluk uit te oefen nie;

(b) vir die verlies van gereedskap—

(i) bydraes kragtens subklousule (2) tot die Bystandsfonds gedoen het vir 'n minimum tydperk van 16 weke voordat die eis ontstaan; en

(ii) dit verloor het as gevolg van brand terwyl dit in 'n geskikte toesluitplek gebêre was;

(c) vir mediese bystand—

(i) kragtens subklousule (2) tot die Bystandsfonds bygedra het vir 'n minimum tydperk van 26 weke voordat die eis ontstaan;

(ii) die nodige aansoekvorm wat besonderhede van alle afhanklikes weerspieël, ingevul het;

(iii) die eis indien binne drie maande nadat dit ontstaan het; en

(iv) verseker dat al die nodige gespesifiseerde mediese en/of aptekersrekenings, gestaaf deur voorskrifte, die eisvorm vergesel.

(4) *Benifits payable.*—The objects of the Benefit Fund shall be to compensate members for loss of earnings caused through sickness or accident, permanent disability and loss of tools and to provide medical benefits.

(a) *Sickness or accident.*—A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Benefit Fund at a rate of R5,00 per day for a maximum of 30 days per year: Provided that—

(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit will accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 30 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 16 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence;

(v) this paragraph shall not apply in respect of an employee who is receiving sick pay in terms of the Factories, Machinery and Building Work Act, 1941.

For the purposes of this paragraph "year" means a period of 12 months calculated from 11 December in each year.

(b) *Permanent disability.*—(i) If after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently incapable of working at his trade, such member may apply for permanent disability benefits.

(ii) The payment of benefits under this paragraph is *ex gratia* and subject to the discretion of the Management Committee.

(iii) Benefits shall not exceed R200 per annum and shall not be payable for more than three years in respect of any member.

(c) *Loss of tools through fire.*—If tools are lost or damaged through fire members may claim up to a maximum of R150.

(d) *Medical.*—If a member incurs medical expenses he may claim benefits which shall not in any one calendar year exceed—

(i) in the case of a single member with no dependants: R250;

(ii) in the case of a member with one dependant: R400, increased by R50 for each dependant in excess of the first with a maximum of R600;

Provided that benefits shall not be payable in respect of the following—

(i) claims arising through the member's own misconduct or negligence;

(ii) claims arising which are compensable in terms of the Workmen's Compensation Act or by any other source;

(iii) claims arising from any disease, abnormality or infirmity from which the member of his dependant was suffering at the date of commencement of membership;

(iv) holidays for recuperating purposes;

(v) claims not medically essential, including plastic surgery or for cosmetic or similar reasons;

(vi) supply of spectacles, false teeth, artificial limbs or appliances;

(vii) unprescribed or patent medicines;

(viii) cost of specialists' services not referred by a general practitioner;

(ix) claims arising through riot, strike, civil commotion or war; and

(x) travelling expenses.

(5) *Administration of the Fund.*—(a) The Benefit Fund shall be administered by a management committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade unions.

(c) The provisions of clause 5 (15) shall *mutatis mutandis* apply to the Benefit Fund.

(d) The administrative cost of running the Benefit Fund shall be borne by the Benefit Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(6) *General provisions.*—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Benefit Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R2 500.

(4) *Bystand betaalbaar.*—Die doel met die Bystandsfonds is om die lid te vergoed vir verlies van verdienste veroorsaak deur siekte of ongeluk, permanente ongeskiktheid en verlies van gereedskap en om mediese bystand te verskaf.

(a) *Siekte of ongeluk.*—'n Lid wat weens siekte of ongeluk van die werk afwesig is en wat nie deur sy werkgever vir sodanige tydperk van afwesigheid betaal word nie, is geregtig op betaling uit die Bystandsfonds teen R5 per dag vir 'n maksimum van 30 dae per jaar: Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n lid wat bystand vir 30 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 16 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevalwet opeisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie;

(v) hierdie paragraaf nie van toepassing is op 'n werknemer wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, siektebesoldiging ontvang nie.

Vir die toepassing van hierdie paragraaf beteken "jaar" 'n tydperk van 12 maande gereken vanaf 11 Desember in elke jaar.

(b) *Permanente ongeskiktheid.*—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat, na sy mening, die lid permanent nie daartoe in staat sal wees om sy ambag uit te oefen nie, kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is *ex gratia* en onderworpe aan die goedvinde van die Bestuurskomitee.

(iii) Die bystand moet hoogstens R200 per jaar beloop en is betaalbaar vir hoogstens drie jaar ten opsigte van elke lid.

(c) *Verlies van gereedskap weens brand.*—As gereedskap weens brand verlore raak of beskadig word, kan die lid tot 'n maksimum van R150 eis.

(d) *Medies.*—As 'n lid mediese onkoste aangaan, kan hy in enige kalenderjaar bystand eis van hoogstens—

(i) in die geval van 'n onge troude lid sonder afhanklikes: R250;

(ii) in die geval van 'n lid met een afhanklike: R400, wat met R50 verhoog word vir elke bykomende afhanklike tot 'n maksimum van R600;

Met dien verstande dat bystand nie ten opsigte van die volgende betaalbaar sal wees nie:

(i) Eise wat ontstaan deur die lid se eie wangedrag of nalatigheid;

(ii) eise wat ontstaan en waarvoor vergoeding kragtens die Ongevalwet of deur enige ander bron betaalbaar is;

(iii) eise wat ontstaan uit enige siekte, abnormaliteit of swaakteid waaraan 'n lid of sy afhanklike gelyk het op die datum waarop lidmaatskap 'n aanvang geneem het;

(iv) vakansies met die doel om aan te sterk;

(v) eise wat medies nie noodsaaklik is nie, met inbegrip van plastiese chirurgie, of om skoonheids- of soortgelyke redes;

(vi) die verskaffing van brille, kunstande, kunsledemate of kunstoestelle;

(vii) onvoorgeskrewe of patentmedisyne;

(viii) die koste vir die dienste van spesialiste waarheen die lid nie deur algemene praktisyns verwys is nie;

(ix) eise wat ontstaan vanweë onluste, stakings, burgerlike oproer of oorlog; en

(x) reistoelae.

(5) *Administrasie van die Fonds.*—(a) Die Bystandsfonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of tweemaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgewersorganisasie en een lid aangestel deur die vakverenigings.

(c) Klousule 5 (15) is *mutatis mutandis* van toepassing op die Bystandsfonds.

(d) Die administrasiekoste verbonde aan die Bystandsfonds word deur die Bystandsfonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(6) *Algemene bepalings.*—(a) Geen betalings word kragtens hierdie klousule gedoen nie as die aansoeker versuim om die Bestuurskomitee te voorsien van enige toepaslike inligting wat die Komitee mag vereis.

(b) As die bedrag in die krediet van die Bystandsfonds te eniger tyd benede R500 daal, word uitbetalings opgeskort en word dit nie hervat nie totdat die bedrag in die krediet van die Bystandsfonds R2 500 te bowe gaan.

(c) A panel of approved doctors shall be appointed by the Council and no medical certificates will be acceptable unless issued by one of such panel of doctors.

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

(8) *Liquidation*.—(a) Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Benefit Fund within 12 months from the date of such expiry or the Benefit Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Benefit Fund was originally created, the Benefit Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Benefit Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(b) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Benefit Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Benefit Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

If upon the expiry of this Agreement there is no Council in existence, the Benefit Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, expiry of the Agreement the affairs of the Council have in accordance with the provisions of paragraph (c). If upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Benefit Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

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

(ii) Two-fifths to the trade unions represented on the Council as at the date of its dissolution, or the expiry of the Agreement, whichever is the earlier, to be divided amongst 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.

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

32. PENSION FUND

(1) Every employer shall in respect of every employee for whom wages are prescribed in clause 4 (1) (g) and (h) pay to the Council an amount of R3,00 per week. An employer shall be entitled in respect of the contribution made by him in terms of this subclause, to deduct from the remuneration of the employee an amount of R1,50 per week: Provided that—

(i) no contribution or deduction shall be made in respect of an employee who has worked for an employer for less than three days in any one week;

(ii) where an employee is employed by two or more employers during the same week, the contribution and deduction for that week shall be made by the employer by whom he was first employed during that week for not less than three days.

(2) (a) The amount paid by an employer 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/s or to continue an existing agreement/s with an insurance company.

(c) 'n Paneel van goedgekeurde geneeshere moet deur die Raad aangestel word en geen mediese sertifikaat is aanvaarbaar nie tensy dit deur een van sodanige paneel van geneeshere uitgereik word.

(7) *Vrywaring*.—Die lede van die Bestuurskomitee en die beamptes en werknemers van die Bystandsfonds is nie aanspreeklik vir enige skulde en verpligtings van die Bystandsfonds nie, en hierby word hulle deur die Bystandsfonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hulle pligte.

(8) *Likwidasie*.—(a) Wanneer hierdie Ooreenkoms of enige verlening daarvan verval en geen latere ooreenkoms binne 12 maande vanaf sodanige verval beding word met die doel om die Bystandsfonds voort te sit nie, of die Bystandsfonds nie deur die Raad binne sodanige tydperk oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Bystandsfonds oorspronklik ingestel was nie, moet die Bystandsfonds kragtens paragraaf (c) gelikwedeer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na enige ander fonds hierbo vermeld, moet die Bystandsfonds geadmistreer word deur die Bestuurskomitee wat op daardie tydstop funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bystandsfonds steeds geadmistreer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Enige vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Bystandsfonds na die mening van die Registrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer, en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verval nie, moet die Bystandsfonds gelikwedeer word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval, ooreenkomstig paragraaf (c). As die sake van die Raad by die verval van die Ooreenkoms reeds beredder en sy bates verdeel is, moet die saldo van die Bystandsfonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasie van die Bystandsfonds kragtens paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasiekoste betaal is, moet soos volg beskik word oor die geld wat in die krediet van die Bystandsfonds staan:

(i) Twee vyfdes aan die werkgewersorganisasies wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of toe die Ooreenkoms verval het, naamlik op die vroegste datum, in verhouding tot die getal volwaardige lede wat aan elke sodanige organisasie op die datum van likwidasie behoort het.

(ii) Twee-vyfdes aan die vakverenigings wat in die Raad verteenwoordig was op die datum waarop dit ontbind het, of toe die Ooreenkoms verval het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakverenigings verdeel word in verhouding tot die lidmaatskap van elke sodanige vakvereniging op die datum van likwidasie, en "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was.

(iii) Een vyfde aan die Registrator wat daarvoor kragtens artikel 34 (4) (c) van die Wet moet beskik.

32. PENSIOENFONDS

(1) Elke werkgewer moet namens elke werknemer vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf word, 'n bedrag van R3 per week aan die Raad betaal. 'n Werkgewer is daarop geregtig om ten opsigte van die bydrae deur hom kragtens hierdie subklousule gedoen, R1,50 per week van die besoldiging van die werknemer af te trek: Met dien verstande dat—

(i) geen bydrae of aftrekking gedoen mag word nie namens 'n werknemer wat minder as drie dae in enige bepaalde week vir 'n werkgewer gewerk het;

(ii) waar 'n werknemer by twee of meer werkgewers gedurende dieselfde week gewerk het, die bydrae en aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens drie dae gewerk het.

(2) (a) Die bedrag deur 'n werkgewer kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir 'n werknemer namens wie bydraes gedoen word.

(b) Ten einde die doelstellings van paragraaf (a) te verwesenlik, het die Raad die bevoegdheid om by 'n versekeringsmaatskappy 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit.

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

33. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

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

(2) Subject to the provisions of subclause (3) and (4), every employer shall contribute to the Council an amount of 10c per week in respect of his employees for whom wages are prescribed in clause 4 (1) (a) and 50c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (g) and (h).

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

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

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

(6) Copies of the constitution and of audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

34. BENEFIT FUND FOR SKILLED AND UNSKILLED LABOURERS

(1) The Benefit Fund for Skilled and Unskilled Labourers in the Building Industry, Kimberley (in this clause referred to as the "Fund") established under Government Notice R. 1974 of 1 November 1974, is hereby continued.

(2) *Membership.*—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a), (b) (c) (e) and (f).

(3) *Contributions.*—(a) The moneys of the Fund shall be acquired by means of a combined contribution by employers and employees of 20c per week in respect of each employee referred to in subclause (2).

(b) Every employer shall deduct from the wages of each of his employees to whom this clause applies an amount of 10c per week and to this amount shall add a like amount, thus making a total contribution of 20c per week.

(c) No contribution shall be made in respect of an employee who has worked for an employer for less than three days in any one week.

(d) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three days in that week.

(e) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(f) Every employee shall immediately affix such stamp in his contribution book which shall be retained by him.

(g) Every employee shall immediately after the last pay-day in October each year, hand his contribution book in to the Council who shall issue a receipt therefor.

(h) No contribution book shall contain more than 49 stamps and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and cannot be ceded or pledged in any way whatsoever.

(i) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(4) *Qualification for benefit.*—A member shall not be entitled to any benefits under the Fund unless—

(a) he has made contributions to the Fund in terms of subclause (3), for a minimum of 12 weeks prior to the claim arising; and

(b) he has been unable to pursue his occupation due to sickness or accident for at least three days.

Eksemplare van alle reëls betreffende sodanige fonds moet voorgelê word aan die Sekretaris van Arbeid aan wie eksemplare van alle veranderings of wysigings daarvan ook van tyd tot tyd voorgelê moet word.

33. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [wat deur die Federasie van Bounywerhede (S.A.) ingestel is], hierna die "Opleidingsfonds" genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van die Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Behoudens subklousules (3) en (4) moet elke werkgewer aan die Raad 10c per week bydrae namens sy werknemers vir wie lone in klousule 4 (1) (a) voorgeskryf word en 50c per week namens elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) (g) en (h) voorgeskryf word.

(3) 'n Werkgewer doen geen bydrae namens 'n werknemer wat minder as drie dae in 'n week in sy diens was.

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

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van 2½ persent; wat aan die algemene fondse van die Raad toeval, aan die Opleidingsfonds betaal.

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

34. BYSTANDSFONDS VIR GESKOOLDE EN ONGESKOOLDE ARBEIDERS

(1) Die Bystandsfonds vir Geskoolde en Ongeskoolde Arbeiders in die Bounywerheid, Kimberley (in hierdie klousule die "Fonds" genoem wat ingestel is by Goewermentskennisgewing R. 1974 van 1 November 1974, word hierby voortgesit.

(2) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (a), (b), (c), (e) en (f) voorgeskryf word.

(3) *Bydraes.*—(a) Die bates van die Fonds word verkry deur die gesamentlike bydrae deur werkgevers en werknemers van 20c per week ten opsigte van elke werknemer in subklousule (2) gemeld.

(b) Elke werkgewer moet 10c per week aftrek van die loon van elk van sy werknemers op wie hierdie klousule van toepassing is, en by hierdie bedrag moet hy 'n gelyke bedrag voeg, wat die totale bydrae op 20c per week te staan bring.

(c) Geen bydrae word gedoen namens 'n werknemer wat minder as drie dae in enige bepaalde week vir 'n werkgewer gewerk het nie.

(d) Waar 'n werknemer vir twee of meer werkgevers in enige bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgewer vir wie sodanige werknemer eerste vir minstens drie dae in daardie week gewerk het.

(e) Die bedrae gemeld in paragraaf (b) moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is aan die Raad betaal word. In ruil vir hierdie bedrae ontvang 'n werkgewer van die Raad 'n seël wat met die werkgewer se naam en die datum gerojear en aan die betrokke werknemer elke week in sy betaalboek uitgereik moet word.

(f) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(g) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitansie daarvoor moet uitreik.

(h) Geen bydraeboek mag meer as 49 seëls bevat nie en ingeval daar meer as 49 seëls in is, moet die res deur die Raad gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en kan nie gesedeer of op watter wyse ook verpand word nie.

(i) Die Raad kan na goeddunke die seël wat in hierdie klousule gemeld word, kombineer met enige ander seëls wat hy van tyd tot tyd in gebruik mag neem.

(4) *Kwalifikasie vir bystand.*—'n Lid is nie geregtig op enige bystand ingevolge die Fonds nie, tensy—

(a) hy bydraes kragtens subklousule (3) tot die Fonds vir 'n minimum van 12 weke gedoen het voordat die eis ingestel word; en

(b) hy nie in staat was om sy beroep vir minstens drie dae weens siekte of ongeluk uit te oefen nie.

(5) *Benefits payable.*—The object of the Fund shall be to compensate members for loss of earnings caused through:

(a) *Sickness or accident.*—During the first 12 months of service an employee shall be entitled to an amount equal to one day's pay, at minimum prescribed rates in respect of each month of service, and thereafter he shall be entitled to a maximum of 36 days' sick pay in any cycle of three years: Provided that—

(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit shall accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 12 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 12 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence;

(v) this paragraph shall not apply in respect of an employee who is receiving sick pay in terms of the Factories, Machinery and Building Work Act, 1941.

For the purposes of this paragraph "year" means a period of 12 months calculated from 11 December in each year.

(b) *Permanent disability.*—(i) If after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently debarred from working in the Industry, such member may apply for permanent disability benefits.

(ii) The payment of benefits under this paragraph is *ex gratia* and subject to the discretion of the Management Committee.

(iii) The scale of benefits shall be based on the member's potential earning capacity, if any, outside the Industry and on years of employment in the Industry, but shall not exceed R60 per annum and shall not be payable for more than three years in respect of any member.

(6) *Administration of the Fund.*—(a) The Fund shall be administered by a management committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade union.

(c) The provisions of clause 5 (15) of the Agreement shall *mutatis mutandis* apply to the Fund.

(d) The administrative cost of running the Benefit Fund shall be borne by the Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(7) *General provisions.*—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R2 500.

(c) A certificate from any registered doctor, the hospital or the employer shall be sufficient evidence of the illness of the member.

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

(9) *Liquidation.*—(a) Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Fund within 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Fund was originally created, the Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

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

(5) *Bystand betaalbaar.*—Die doel met die Fonds is om die lid te vergoed vir verlies van verdienste veroorsaak deur:

(a) *Siekte of ongeluk.*—Gedurende die eerste 12 maande diens is 'n werknemer geregtig op 'n bedrag gelyk aan een dag se besoldiging, teen die minimum voorgeskrewe skale, ten opsigte van elke maand diens en daarna op 'n maksimum van 36 dae siektebesoldiging in 'n tydkring van drie jaar: Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop dié bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n lid wat bystand vir 12 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 12 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevallewet opeisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie.

(v) hierdie paragraaf nie van toepassing is op 'n werknemer wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, siektebesoldiging ontvang nie.

Vir die toepassing van hierdie paragraaf beteken "jaar" 'n tydperk van 12 maande gereken vanaf 11 Desember in elke jaar.

(b) *Permanente ongeskiktheid.*—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat, na sy mening, die lid permanent nie daartoe in staat sal wees om in die Nywerheid te werk nie, kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is *ex gratia* en onderworpe aan die goedvinde van die Bestuurskomitee.

(iii) Die bystandskaal moet gebaseer word op die lid se potensiele verdieningsvermoë, as hy dit het, buitekant die Nywerheid en op jare diens in die Nywerheid, maar moet hoogstens R60 per jaar bedra en is betaalbaar vir hoogstens drie jaar ten opsigte van enige lid.

(6) *Administrasie van die Fonds.*—(a) Die Fonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of halfmaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgewersorganisasie en een lid aangestel deur die vakvereniging.

(c) Klousule 5 (15) van die Ooreenkoms is *mutatis mutandis* van toepassing op die Fonds.

(d) Die administrasiekoste verbonde aan die Fonds word deur die Fonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(7) *Algemene bepalinge.*—(a) Geen betalings word kragtens hierdie klousule gedoen as die aansoeker versuim om die Bestuurskomitee te voorsien van enige toepaslike inligting wat die Komitee mag vereis nie.

(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R500 daal, word uitbetalings opgeskort en word dit nie hervat nie, totdat die bedrag in die krediet van die Fonds meer as R2 500 is.

(c) 'n Sertifikaat van 'n geregistreerde geneesheer, die hospitaal of die werkgewer is voldoende bewys dat die lid siek was.

(8) *Vrywaring.*—Die lede van die Bestuurskomitee en die beamptes en werknemers van die Fonds is nie aanspreeklik vir enige skulde en verpligtings van die Fonds nie, en hierby word hulle deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(9) *Likwidasie.*—Wanneer hierdie Ooreenkoms of enige verlenging daarvan verval en geen latere ooreenkoms binne 12 maande vanaf sodanige verval beding word met die doel om die Fonds voort te sit nie, of die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds oorspronklik ingestel was nie, moet die Fonds kragtens paragraaf (c) gelikwdeer word deur die Bestuurskomitee wat op daardie tydstip funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na enige ander fonds hierbo vermeld, moet die Fonds geadminestreer word deur die Bestuurskomitee wat op daardie tydstip funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Bestuurskomitee wat op daardie tydstip funksioneer. Enige vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die

mittee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustee to carry out the duties of the Management Committee and such trustee or trustees shall possess, all the powers of the Committee for such purpose.

If upon the expiry of this Agreement there is no Council in existence, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, in accordance with the provisions of paragraph (c). If upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Fund in terms of paragraph (a) or (b), and after all creditors, administration and liquidation expenses have been paid the money standing to the credit of the Fund shall be disposed of as follows:

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

(ii) two-fifths to the trade unions represented on the Council as at the date of its dissolution, or the expiry of the Agreement, whichever is the earlier, to be divided amongst 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;

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

Signed at Kimberley on behalf of the parties to the Council on this 28th day of October 1975.

G. H. ROWLES, Chairman.

A. LEWIS, Acting Vice-Chairman.

G. W. BARNES, Secretary.

No. R. 908 28 May 1976
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941**

BUILDING INDUSTRY, KIMBERLEY

I, Stephanus Petrus Botha, Minister of Labour, 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 Industry, published under Government Notice R. 907 of 28 May 1976, 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.

S. P. BOTHA, Minister of Labour.

Komitee te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verval nie, moet die Fonds gelikwiede word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval, ooreenkomstig paragraaf (c). As die sake van die Raad, by die verval van die Ooreenkoms reeds beredder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasië van die Fonds kragtens paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasiëkoste betaal is, moet soos volg beskik word oor die geld wat in die krediet van die Fonds staan:

(i) Twee-vyfdes aan die werkgewersorganisasies wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of die Ooreenkoms verval het, naamlik op die vroegste datum, in verhouding tot die getal volwaardige lede wat aan elke sodanige organisasie op die datum van likwidasië behoort het;

(ii) twee-vyfdes aan die vakverenigings wat in die Raad verteenwoordig was op die datum waarop dit ontbind het, of toe die Ooreenkoms verval het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakverenigings verdeel word in verhouding tot die lidmaatskap van elke sodanige vakvereniging op die datum van likwidasië (lidmaatskap moet beperk wees tot daardie lede wat deur hierdie Ooreenkoms gedek was);

(iii) een-vyfde aan die Registrateur wat daaroor kragtens artikel 34 (4) (c) van die Wet moet beskik.

Namens die partye by die Raad op hede die 28ste dag van Oktober 1975 in Kimberley onderteken.

G. H. ROWLES, Voorsitter.

A. LEWIS, Waarnemende ondervoorsitter.

G. W. BARNES, Sekretaris.

No. R. 908 28 Mei 1976
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941**

BOUNYWERHEID, KIMBERLEY

Ek, Stephanus Petrus Botha, Minister van Arbeid, 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 Bounywerheid, gepubliseer by Goewermmentskennisgewing R. 907 van 28 Mei 1976, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

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Koop Nasionale Spaarsertifikate

CONTENTS

No.		Page	Gazette
		No.	No.
Labour, Department of			
<i>Government Notices</i>			
R. 907.	Industrial Conciliation Act, 1956: Building Industry, Kimberley, Main Agreement ...	1	5143
R. 908.	Factories, Machinery and Building Work Act, 1941: Building Industry, Kimberley	22	5143

INHOUD

No.		Bladsy	Staats-
		No.	koerant
		No.	No.
Arbeid, Departement van			
<i>Goewermentskennisgewings</i>			
R. 907.	Wet op Nywerheidsversoening, 1956: Bounywerheid, Kimberley, Hoofdooreenkoms	1	5143
R. 908.	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Bounywerheid, Kimberley	22	5143

